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# THE LEGAL CORRESPONDENT:

(PART 1),



BY

FRED. WOOD

OF THE MIDDLE TEMPLE, BARRISTER-AT-LAW, (LATE SOLICITOR);

*Author of (1) "Solicitors' Reports to Next-of-Kin and Residuary Legatees as to the Administrator's and Executors' management, realization, and distribution (intermediate and final) of their intestate's or testator's estates respectively; and (2) Special Estate Accounts referred to therein, together with detailed instructions for the preparation and completion thereof.*

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## P R E F A C E .

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### SOLICITOR'S LETTER BEFORE ACTION.

1.—The first step a Solicitor should take when instructed to commence an action, and it is a rule of courtesy adopted by the profession, is to address a letter to the person intended to be sued, stating, (1) claim or demand for which instructions have been received to commence an action against him, and (2) that if not satisfied within a given reasonable time proceedings will be resorted to, and (3) very frequently it contains a request that a Solr. should be named who will accept service of copy writ of summons on his behalf, in order to avoid the inconvenience of personal service. This courtesy, or letter before action, as it is technically termed, is never omitted, unless there is an expectation that the party to be sued would, if he had notice of the intended action, keep out of the way to avoid service of copy writ, or other process. The cost of such a letter, if actually sent, is always allowed on taxation, but it cannot be recovered if the debt be paid before writ is issued.

2.—Effect of omitting this demand may be (1) that Plt. will not obtain his costs, even if successful, or (2) may be ordered to pay whole costs of action.

3.—It may naturally be asked "of what practical use can such a work as the present be to a Solicitor already well versed in the epistolary branch of his profession?" and to this very pertinent question the author will endeavour to give a satisfactory answer by showing conclusively that it will be a real economiser, and of invaluable assistance in the working of a Solicitor's office, on the following grounds, viz., (1) it contains forms of letters applicable to almost every class of business ordinarily transacted in an office of miscellaneous practice; (2) forms of "letters before action" applicable to almost every cause of action will

be found therein, and the great advantage to a general practitioner of having all the forms classified for handy reference and use is to be found in the all-important fact that immediately he receives instructions to write the usual letter before action the precise form required in most cases can readily be selected, and from the instructions taken therefor even an ordinary clerk can prepare the necessary letter ready for his principal's signature, without the latter having to dictate or draft it preparatory to its being fair copied.

4.—It may possibly be argued that only young beginners will find it useful as an aid to their efforts at composition, and that old experienced Solicitors know well enough, without the aid of such a work, how to write letters of this description impromptu, and what to put into them. The author does not, for one moment, presume to doubt the unqualified truth of the latter contention, but in answer to this claims that the great countervailing advantage would be found in the enormous saving of time and trouble in having ready at hand a complete set of business letters applicable to almost every branch, enabling the practitioner (whether young or old) to select, at a moment's notice, the particular form of letter suited to the case upon which he has received instructions, thereby ensuring (with a minimum of work) a punctual despatch of all his letters, and avoiding the danger of any arrears in the correspondence department of his office. Another feature not to be lost sight of in thus having such a work for ready reference is that his labours in keeping pace with this very important department of the legal machinery of his office would be thereby very much facilitated. In the face of these arguments the author, with all due deference, ventures to think that the work will enable the Solicitor to frame a letter applicable to almost every case that will occur, adapting them, in special cases, to the exceptional circumstances wherewith he has to deal. More critical readers could hardly be found than the members of the legal profession, nor men better able to say unhesitatingly whether such a book is wanted ; and, if so, whether the one before them meets that want in any degree. It is sincerely trusted that they will be well-disposed towards an earnest attempt to compile a work supplying the want, if not wholly, at all events partially. Under any circumstances the author sincerely hopes that it may have accorded to it the indulgent consideration of the profession, and that it may be found to be of some assistance in carrying out the object for which it has been compiled. In dealing with the sub-



ject the author has deemed it prudent to incorporate herein a carefully prepared alphabetical schedule of all the special cases wherein, as a condition precedent, and in order to complete his cause of action, the Plaintiff, or his Solicitor on his behalf, must (1) before the commencement of an action give one (usually) calendar month's notice to the Deft., and (2) prove such notice, otherwise he cannot recover.

(5).—The author has deemed it advisable to also incorporate herein very brief sketches of the law as to (1) private letters ; (2) when letters operate as a binding agreement for the sale and purchase of an estate, and (3) the effect of letters written "*without prejudice*," in the hope that same may be serviceable for reference, if and when required.

2, MIDDLE TEMPLE LANE, E.C.,  
15th January, 1889.

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## 10 CASES WHEREIN NOTICE BEFORE ACTION IS REQUIRED.

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### 1.—COMMISSIONERS OF HER MAJESTY'S CUSTOMS—

Against any person (Customs or Excise Officer) acting under their direction for anything done by him in the execution of his duty or office.

### 2.—COMPTROLLER IN BANKRUPTCY, &c.

### 3.—CONSTABLE—

Who has acted under a Justice's Warrant ; (1) a written demand of perusal and copy thereof, signed by Plt. or his Solicitor, must be made, or left at his usual place of abode, and (2) if not granted within six days, Plt. may commence his action against Constable alone, but if granted he must (3) join Justice as a co-Def't., and (4) mere production of warrant at trial will entitle Constable to a verdict, though if Justice had no jurisdiction Plt. will recover against him.

### 4.—EMPLOYERS' LIABILITY ACT, 1880 (43 & 44 Vict. c. 42, s. 4).

1 A written notice (*Moyle v. Jenkins*, 51 L. J. 112, Q. B. ; *Keen v. Millwall Dock Co.*, 51 L. J. 277, Q. B.) in respect of any injury under said Act must be given within six weeks, and state (1) name and address of injured party ; (2) cause of injury in ordinary language, and (3) date on which it was sustained, but

2 In case of death within 12 months omission to give it is not to be fatal, if Judge thinks there was reasonable excuse for not giving it.

3 Defects and inaccuracies are in Judge's discretion, and not to be deemed fatal (s. 7).

### 5.—JUSTICES OF PEACE ; for anything, &c., (vide par. 1).

### 6.—MUNICIPAL CORPORATION—

As a rule a month's notice must be given preliminary to bringing an action against same.

### 7.—OFFICERS OF (1) THE ARMY, (2) MARINES, (3) NAVY, & (4) OTHER OFFICIALS ; for anything, &c., (vide par. 1).

## 8.—SOLICITOR &amp; CLIENT—

A Solicitor must one calendar month before he commences an action to recover his bill of costs, (1) deliver, or (2) send to party charged therewith, a bill of his charges, disbursements and fees, signed by such Solicitor, or his Admor., Exor., or Assnee., or (3) enclosed in, or accompanied by, a letter, signed by him, and referring to such bill (6 & 7 Viet., c. 73, ss. 37-8). But a Solicitor may set off amount of his undelivered bill in an action brought against him by his Client (*Brown v. Tibbetts* C. L. 385), and a Judge may order an action to be brought before expiration of said month, on proof that (1) client is about to become bankrupt, (2) compound with his Creditors, (3) quit England, or (4) do any other act, or (5) take any other steps which may tend to defeat or delay Solicitor in obtaining payment (s. 48).

9—SURVEYOR OF HIGHWAYS ; for anything, &c., (vide par. 1).

## 10.—TROVER—

Before commencing such an action, where (1) Dft. is in possession of goods claimed, and (2) there is no evidence of an actual conversion, a demand thereof should be made, and if Dft. refuses to deliver them up, this will be evidence of a conversion so as to support action.

## EPITOME OF THE LAW AS TO PRIVATE LETTERS.

The property which a receiver of a private letter has in it is of a qualified kind, and does not go beyond the purpose for which it was sent. The Chancery Divn : of the High Court of Justice will therefore restrain by injunction the publication of a private letter, whether of a literary character or otherwise, where the publication is attempted without the author's consent, unless such publication is necessary for the vindication of the receiver's character : (*Earl of Lytton v. Davey*, 52 L. T. Rep. N. S. 121.)

## WHEN LETTERS OPERATE AS A BINDING AGREEMENT FOR THE SALE AND PURCHASE OF AN ESTATE.

1. When they contain all the particulars necessary to form a contract, as (1) a description of the property sold, (2) price, &c.
2. There must also be an offer on one side, and an acceptance on other, without introducing any new stipulation, or any exception.
3. If letters merely amount to a treaty, neither party can enforce them : (*Kennedy v. Lee*, 3 Mer. 441).
4. E.g., (1) If A writes to B, offering him £5,000 for the purchase of his (B's) freehold house in Berkeley Square ; (2) B replies, accepting offer, and adding that he will instruct his Solrs. to prepare a formal agmt. ; (3) A and B differ afterwards upon details thereof, and none is signed ; (4) specific performance of contract can be forced at the suit of either party by the issue of a Writ in

the Chancery Div. for sp. pfee. (36 and 37 Vict., c. 66, s. 34), as there is a complete agmt. by letters, and sending them to a Solr. to prepare a formal agmt. does not alter parties rights : (*Fowle v. Freeman*, 9 Nes. Jun. 361 ; *Kennedy v. Lee*, *supra*).

#### EPITOME OF THE LAW AS TO LETTERS WRITTEN "WITHOUT PREJUDICE."

1. Generally neither letters written "without prejudice," nor replies thereto, though not similarly guarded, can be used as evidence : *Paddock v. Forester*, 3 M. & Gr. 903 ; *Hoghton v. Hoghton*, 15 Beav. 278, 21 L. J. Ch. 482, 725, 728, and see *In re River Steamer Co.* L. R. 6 Ch. 822.
  2. So where a correspondence was begun with a letter written "without prejudice," that covers the whole correspondence : *Ex parte Harris*, 44 L. T. Bkty. 33.
  3. Offers made "without prejudice" have, however, sometimes been allowed to be given in evidence for the person making the offer, to show a willingness to settle the dispute. *Jones v. Foxall*, 15 Beav. 388, 21 L. J. Ch. 725 ; *Williams v. Thomas*, 2 Dr. & P. 29 ; 31 L. J. Ch. 674.
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N.B.—The following Miscellaneous Letters will be included, in due course, in an intended Supplement hereto, as they cannot conveniently be incorporated herein, on account of the despatch now rendered absolutely necessary in the immediate publication of Part 1 of the work.

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### ARRANGEMENTS, &c., (PRIVATE) WITH CREDITORS—CIRCULAR LETTERS TO CRS.—

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3. Special letter to Crs., reporting result of a private meeting, &c., and course of action intended to be adopted to secure guaranteed compo. thereat agreed to be accepted ... ..
4. Circular letter to Crs. of a tradesman, for forbearance of proceedings, pending a sale of his property, out of proceeds of which their claims would be paid ... ..

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1. To Vendor of cattle, demanding performance of contract to sell, &c.

**DAMAGES TO, AND ENCROACHMENT UPON, PROPERTY.—**

1. Application to an adjoining owner for damages for infringement of a right by interfering with a wall, and committing other damage ...
2. 2nd application, after failure to carry out a promise to repair such damage, &c. ... ..
3. Solicitor's reply to last letter, and refusal to compensate owner ...
4. Letter demanding removal of an obstruction erected by an adjoining owner ... ..
5. Notice (by letter) to adjoining owner (within statutory period) as to a right of road, prior existence of which had been overlooked ...

**DEBTORS AND CREDITORS—Applications for Debts.**

1. To a pressing Cr. on behalf of a Dr., explaining fully latter's embarrassed circumstances, and offering payment of debt by instalments .. ...
2. Offer to pay debt by instalments. ... ..
3. For payment of a debt, either forthwith, or by instalments to be agreed upon; ordinary letter before action; Vide "Executorship letters" ... ..
4. For a debt owing under Original Crs. Assnt. to Trustees in trust for general body of his Crs. ... ..
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6. 2nd application by them .. ...

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**DETINUE—**

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**DOMESTIC DIFFERENCES.—**

1. To a wife, to return home, with her children .. ...

**INSURANCE COMPANY CASES.—**

1. Notice to Co. that Insurer's Trustee claims amount payable under a policy therein effected by a Cr. upon his Dr.'s life, and subsequently deposited by such Cr. to secure amount advanced by a 3rd person to him; claim made subject to latter's rights ..
2. Notice of claim to equitable mortgagee of said policy ... ..
3. Ultimatum to equitable Mortgagee's Solicitor ... ..
4. Proposals to said Solicitors for a settlement by Trustee with equitable Mortgagee ... ..

**INSURANCES,—**

1. With order for a fire policy on Exor.'s behalf ... ..

**LESSOR'S AGENT'S NOTICE TO LESSEE AS TO DUE DATE OF CHIEF OR GROUND RENT.—**

1. Letter with a/c annexed ... ..
2. Another form ... ..
3. Third form ... ..
4. Lessee's letter to Lessor with cheque for rent ... ..

## WARRANTY (BREACHES OF).—

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| 1. | For repayment of price paid for an unsound cow                                      | ... | ... |
| 2. | The like ; another form   | ... | ... |
| 3. | Damages for loss occasioned by reason of a cow not calving within a stipulated time | ... | ... |
| 4. | To Vendor of "unsaleable beer" that same lies at his risk on Purchaser's premises   | ... | ... |
-



## ARBITRATIONS.

Letters between Plt's. and Deft's. Solrs' (P. S. and D. S.) and Arbitrator's letters and receipts for documents during course of an ordinary Arbitration.

**D. S. to P. S. 1.—Undertaking to accept service of copy writ**  
I have seen my client, who has instructed me to accept service of copy writ on his behalf.

„ „ **2.—Returning writ, endorsed with acceptance.**  
I beg to return original writ, with acceptance of service endorsed thereon.

„ „ **3.—With (1) Memorandum and (2) notice of appearance** I enclose memorandum and notice of appearance entered herein, receipt of which kindly acknowledge.

**A. to P. S. 4.—A's acceptance of appt.** I am in receipt of your letter, and shall be willing to act as Arbor. herein.

„ „ **5.—A's receipt for copy order of reference and copy writ.** I have copies of order of reference and writ herein, for which I am obliged.

**D. S. „ „ 6.—One week's notice of appt. before A. wanted.**  
Please let me have at least a week's notice of any appt. to proceed before the Arbor.

„ „ „ **7.—Request to produce documents for inspection.**  
Can you produce the whole of the documents herein for my inspection on———next, at———o/c?  
I should like to see them, if convenient.

**8.—Arbitrator's notice to Solicitors for Plt. and Deft. of his intention to proceed with Reference.**

I appoint Wednesday, the——day of——inst., for proceeding in this reference at the hour of——in the forenoon, at my office, No.——Street——in the Co. of—— Dated this——day of——1888. Signed by Arbitrator. To——Solicitors for said A. B., and to —— Solicitors for the said C. D.

**9.—Arbitrator's Letter to said Solrs. therewith.**

I send you herewith formal appt. for Wednesday next to proceed with this reference.

**A. to P. S. 10.—A.'s notice of enlargement of time for making award.** I have enlarged the time for making my award respecting the matters referred to me by the above order of reference until the——day of ——1888. Dated and signed by Arbor.

„ „ **11.—A.'s (Solicitor) Notice to P. and D.'s S. that Award is made.** A. v. B. I have made my Award in this matter, and the same now lies at my office, and may be had on payment of £———

**A. to P. S. 12.—Notice to produce documents not produced on reference.** Title of action, &c. In pursuance of the power given to me by the order of reference I require you to produce before me on the —— day of —— at my office (address) at —— o/c. in the forenoon the following documents relating to the matters in this reference that is to say (specify documents seriatim.) Dated and signed by Arbor.

**13.—Solicitor's Notice that award is ready.**

We are instructed by Mr. A., the Arbitrator appointed herein under an Order of the Court, to inform you that he has made his Award and that the same is ready for delivery on payment to us of the sum of £——— the costs of the reference and award.

#### 14.—D. S. Request for Copy of Award to P. S.

I presume you will take up this award. Please send me a copy.

D. S. „ „ 15.—**Receipt for copy Award, &c.** I have your letter of the ——— inst. enclosing copy award and letter from Abor., and am obliged therefor, and am writing my Client to see me, with the necessary funds for payment of amount awarded.

#### 16.—Arbitrator's appointment to proceed with Reference (another form).

Mr. A., the Arbitrator herein, has fixed to take this reference at (place) ——— on ——— morning next, at ——— o'clock, when and where the favor of your attendance, along with your witnesses, is requested.

Please bring your account books with you.

### JUDGMENT UNDER AN AWARD.

#### 17.—Notice to Defendant's and Purchaser's Solicitors respectively of, (1) entry of Judgment under an Award, and (2) intention to register same.

Enclosed I beg to send copy award and judgment thereon in the above action, which latter I shall register, unless the D's Solr. (Mr. A.) undertakes to pay the amount of debt and costs out of the purchase money. I think it right to give you timely notice of the judgment, to enable you to act accordingly before completion.

#### 18.—Notice to Purchaser.

I am informed that you have purchased from Mr. A., of &c., the Public-house now occupied by him, and known by the sign of (name).

I think it right to inform you that I have registered a judgment for £——— and £——— taxed costs in a certain action commenced against him by Messrs. ——— of &c., a copy of which judgment I beg to enclose for your perusal. I have served your Solicitors (Messrs.) ——— with a copy thereof, and they will doubtless advise you as to its legal effect in connection with your purchase.

## ASSIZE AND SESSIONS LETTERS.

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- 1.—Letter to Governor of a Gaol to send over an Officer to Quarter Sessions to prove a previous conviction against a prisoner.

*Regina v. A. B.* I am informed there is a previous conviction for felony against the above prisoner at——Quarter Sessions on the (date). He will be indicted at the Quarter Sessions here on——morning next, at——o'clock, for Larceny, and it will be necessary to prove such conviction. I shall therefore be obliged if you will kindly send over an officer to prove same. I am acting as prosecuting Solicitor.

- 2.—Notice to a Crown Witness to attend at Assizes.

*Regina v. A. B. for wounding with intent.*

As the prosecuting Solicitor herein I beg to inform you that the trial of this prisoner is fixed for——morning next, the——inst., at——o'clock, at——, when and where your attendance is requested, pursuant to your recognizances on behalf of the prosecution.

- 3.—Request to a friend to give evidence as to character of a prisoner indicted for manslaughter arising out of a Colliery accident.

Mr. A. B. has instructed me to defend him at the——Assizes on a charge of manslaughter arising out of the recent accident at the——Colliery. It is absolutely necessary that he should have a witness to speak as to his character and capability, and he has suggested you as a fit and proper person to do so. I shall be greatly obliged if you can make it convenient to attend the Assizes for that purpose, as my Client has no other friend upon whom he can rely. I trust you will do your best for him.

## FOR CERTIFICATES,

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### 1.—To Vicar for a Baptismal Certificate.

I shall be obliged if you will kindly forward to me, per return of post, if convenient, the baptismal Certificate of A. B., son of C. and D., of———, who was born on or about the———day of———, and was shortly afterwards baptized at your church. On receipt of an account of your charges I will remit the amount. After your signature on the Certificate please add the following words, viz. : “I having the legal custody of the said Register.”

### 2.—The like for a Marriage Certificate.

I shall be obliged if you will kindly forward to me, per return, if convenient, the Marriage Certificate of A. B. to C. D., which was solemnized at your Church on or about the———day of———. On receipt, &c., vide last letter.

### 3.—Letter with fee for above.

Enclosed I beg to send stamps value —— for the above Certificate, receipt of which please acknowledge on the enclosed post card.

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## CONVEYANCING.

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**P. S. to V. S. (1.) For Abstract of Title.**—Please forward to us an Abstract of the Vendor's Title to Lot 1 purchased by Mr. A. B., of &c., for the sum of £———. We are acting on behalf of the purchaser and his intended Mortgagees.



**V. S. to Purchaser direct with Abstracts (2).—**We are instructed to forward to you 5 Abstracts of the Vendor's Title to the above estate, recently purchased by you, which you should place in the hands of your Solicitor as soon as convenient.

**V. S. to P. S. (3.) With an appointment to inspect Deeds.—**  
You can inspect the abstracted deeds at our office at any time upon writing to acquaint us when you will call.

„ „ „ **(4.) With Supplemental Abstract.—**Enclosed we beg to send you supplemental Abstract of Title herein, together with tracing of plan (which you can examine with the deeds at any time upon informing us when you will call), and shall be glad, in order to save time, to receive Draft Conveyance at your early convenience.

**(5) With Draft Agreement for Sale.—**Enclosed we beg to send Draft Agreement for Sale, for your perusal, on behalf of your Client, and shall be glad to receive same back approved at your early convenience.

„ „ „ **(6) With an Appointment to exchange Agreements.—**  
—The Vendor's part of the Agreement herein has been signed, and can be exchanged for the Purchaser's part any time convenient to you.

**P. S. to V. S.—(7) With Requisitions on Title.—**Enclosed I send you Purchaser's Reqs. and Observons. on title (*without prejudice to him ; to be added when necessary*).

**V. S. to P. S. (8) For Abstracts for reference to enable them to reply to Requisitions.**

Please send us the Abstract of Title to enable us to reply to your requisitions. The further Abstracts which you have called for will necessarily take some time to get out, but we will let you have them as soon as possible. Without the Abstracts before us we cannot tell what Deed Requisition No. 2 refers to, and therefore cannot tell you in whose custody it is.

**V. S. to P. S.—(9) With Replies to Reqs. &c.**---Enclosed we send you Reqs. and Obs. on title and our replies thereto, together with tracing of plan, which latter can be compared with the original at our office at any time on giving us an hour's notice.

**(10) With Replies to Reqs., &c.**—Herewith we return your requisitions on title, with our replies thereto, and also the 5 Abstracts of Title. We shall be glad to receive Draft Conveyance for perusal.

**(11) With Replies to Requisitions.**—Enclosed we send our Replies to your Requisitions upon the title herein.

**(12) Same.**—Enclosed we beg to send our Replies to your Requisitions upon title herein. As our Clients wish to get the matter completed we trust you will let it have your immediate attention, in order that we may be spared any further annoyance from them.

**P. S. to V. S.—(13) With Dft. Covenant to surrender for perusal.**  
Herewith I send you draft proposed Coven. to Surrender for perusal on behalf of your Client and his mtgee. without prejudice to my Client's position, and especially with regard to the Reqs. and Obsns. on title remaining unanswered, or not satisfactorily answered.

(14) **With Draft Conveyance for perusal.**—Enclosed we beg to send Draft Conveyance, for your perusal herein, and shall be glad to receive same back approved at your early convenience, to enable us to arrange an appointment for completion in due course.

**V. S. to P. S. (15) With Draft Conveyance approved.**—Enclosed we beg to return the Draft conveyance herein approved, as altered in red ink, and shall be glad to receive engrossment thereof for examination, and our Client's subsequent execution, at your early convenience.

**P. S. to V. S. (16) With Dft. Cyce. and engrossment for exam. &c.**—Herewith we beg to send draft conveyance and engrossment thereof for examination, and subsequent execution by your client, and shall be glad to receive an early appt. for completion, to enable us to arrange with our client in due course.

#### 17.—Ultimatum to P. S. respecting unwarrantable delay.

This matter has now been standing over for nearly (four) months beyond the time fixed at your Client's request for completion. In order to meet you, and bring the matter to an amicable conclusion, we now offer to obtain our Client's execution of a release in the enclosed form. If we do not hear from you on or before—————next, we shall conclude that you decline our offer, and shall consider it as withdrawn. We shall then have no other course left but to apply to, and have the matter settled by the Court, under the "Vendor and Purchaser Act, 1874." We trust however, that you will see your way to accept our offer, and thus obviate the necessity for the adoption of this unpleasant course.

**V. S. to P. S. (18) Letter threatening to issue a Summons under Vendor and Purchaser Act, 1874, &c.**

Herewith we return your dft. Covt. to Surrender, approved on behalf of the V.s', as altered by us in red ink. As we consider there has



been a great deal of unnecessary trouble and delay in the case, we beg to inform you that if any frivolous or vexatious objections are raised by you we shall take out a Summons under the "V. and P. Act, 1874," and have the dft. Covt. to Surrender, or Surrender, settled by the Court, and as you are aware *you* will probably have to pay the costs of and incidental thereto.

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## COMPOSITIONS WITH CREDITORS.

- 1.—Circular letter to Crs., convening a General Meeting to enable Dr. to produce a statement of his affairs, and, if practicable, propose an arrangement for the discharge of his liabilities.

PRIVATE AND CONFIDENTIAL.

We have been consulted by Mr. ———, of ———, with reference to his affairs. Having been pressed by several creditors, whose claims he is, in consequence of his embarrassed circumstances, unable immediately to pay in full, he has instructed us to convene a General Meeting of his Creditors, to be held at our Office, on ——— next, the ——— inst., at ——— o'clock in the afternoon, to enable him to produce a Statement of his affairs, explain his position, and, if practicable, propose a course for the discharge of his present Trade Debts and Liabilities. As his embarrassments are the result of heavy losses in trade, consequent upon recent depression, and other unavoidable circumstances, he is very anxious to avoid, if possible, the institution of Proceedings in Bankruptcy, feeling that such a step would be painful to him and disastrous in the extreme. Under these circumstances, we are instructed to ask if you will kindly forbear proceedings against him for the recovery of your claim until you have heard his proposals. If you are unable to attend the meeting, we shall be obliged if you will kindly intimate by letter your willingness to be bound by such Resolutions, if any, as the majority of the Creditors assembled at such meeting may pass in connection with his affairs. It is very desirable that all the Creditors should, if possible, be present or duly represented by proxy, in order that, if the Debtor's proposal is accepted, the necessary Deed to effectuate any arrangement that may be resolved upon may be then and there executed. We shall be obliged by a memorandum as to the amount of your Account against the Debtor on or before ——— morning next, to enable us to check off his invoices and the respective amounts owing by him thereunder.

## APPLICATIONS FOR DAMAGES.

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### 1.—For damages for false imprisonment (short form).

I have been consulted by Mrs. A. B., of &c., relative to a false charge of felony you preferred against her, and to your having caused her to be apprehended and imprisoned from the ——— to the ——— inst. Unless you attend at my office before ——— next, and make ample compensation for the suffering she has undergone, and for the damages done to her character, legal proceedings will be commenced against you without further notice.

### 2.—To a firm of Cotton Spinners for compensation for injuries sustained by an employee during work.

I have been consulted by A. B., of &c, with reference to certain bodily injuries sustained by her, whilst in your employ, on or about the (date) ——— last, in consequence of your servant neglecting to lock, or otherwise secure, certain machinery at which she was compelled to work, whereby she was severely injured, and is permanently disabled from earning her livelihood in so ample and beneficial a manner as she therefore had done, and would otherwise have continued to do, and in respect of whose case, I am informed, you have already been communicated with.

I am informed that you deny all liability for the injuries inflicted on my client. I feel satisfied that if my instructions are in any way founded on fact, you must be mistaken in this respect. I am very reluctant to enter into litigation, if it can be avoided, and should be glad if you will kindly reconsider your decision upon my client's claim. You are sufficiently informed already of the circumstances, and serious extent of her injuries, and I shall be obliged if you can enable me to settle the case by your paying a reasonable compensation. and by an answer to this letter not later than the ——— inst.

### 3.—To Owner of a Conveyance for damage to another Conveyance, &c., through negligent driving.

I am instructed by Mrs. A. B., of &c., to apply to you for (1) the sum of £———, amount of damage alleged to have been done to her conveyance, in consequence of your cart being negligently and improperly driven against it on (date) —— and (2) for the further sum of £———, the value of a new dress worn by her at the time of the occurrence, and which was so damaged as to be unfit for further use. I beg to inform you that unless the amount claimed, together with 5/1, the cost of this application, be paid to me forthwith, legal proceedings will be commenced against you for recovery thereof, without further notice.

### 4.—For discontinuance of Trespass by Poultry, and payment of damages.

I have been consulted by Mr. A. B. with reference to the continued trespass by your poultry on his meadow land, whereby same has been damaged to the extent of——. I am instructed to inform you that unless such trespass be forthwith discontinued, and the said damages, together with 3/7, the cost of this application, be paid at my office on or before the (date)———, legal proceedings will be commenced against you without further notice.

### 5.—Application by a Father on his Infant Son's behalf for damages for a dog bite.

Mr. B. of &c., has consulted us with reference to his son, a boy of—— years of age, who has been bitten by a (Mastiff) dog belonging to you. We understand that the boy, with a large number of others, was playing on a field occupied by you, and that your son appeared upon the scene with the dog and sent it after them; it caught B.'s boy and bit him badly in his leg. He has since been under Dr. C.'s care, and has not yet recovered. We have advised Mr. B. that his boy is liable to be summoned for trespassing on your land, but that your son had no right to send the dog at the children. We think it is very serious that the boy should have been bitten under these circumstances, and trust you will see that it is your duty to at least pay the Dr.'s bill and reasonable compensation for the boy's suffering.

## 6.—Another form of such Application.

I have been consulted by Mr. A., the father of (name) ———— a boy of about 10 years old, relative to a very serious assault you committed upon him by turning and inciting a ferocious dog to bite him, whereby he sustained very serious injuries, and has been under medical care since the ———— last. My client estimates the amount of damages at £ ———— and unless you attend at my office before noon, on ———— next, and pay such amount, together with ———— the costs of this application, legal proceedings will be taken against you without any further notice.

## 7.—For damages for an assault.

I have been consulted by ———— with reference to certain bodily injuries sustained by her in consequence of an unprovoked and unwarrantable assault committed upon her by you on the (date) ———— last, whereby she has since been prevented from following her usual employment (or for a period of ———— weeks), and in respect, &c. (Copy from letter No. 2).

## 8.—For injuries sustained thro' falling into an unguarded hole.

I have been consulted by ———— with reference to certain serious injuries sustained by her on the (date) ———— last, in consequence of your negligently leaving a certain sandhole (situate at, &c.) unguarded and unfenced, and in respect of whose case, I am informed, the parties have been in fruitless communication with you, with a view to an amicable settlement, for some time past. My client, in consequence of the fall into the said hole, fractured her right leg, and seriously sprained her left leg, and her sufferings since have been very acute. She has been bed-ridden for a period of ———— months, and it is feared will be permanently disabled. A considerable sum has already been expended on fees, &c., for medical attendance and medicine, and extra necessary nourishments required during, and in consequence of her serious illness, I am informed, &c. (Copy from letter No. 2; par. 2).



## 9.—For damages for an illegal distress by a Landlord.

I have been consulted by Mr. A. B., of &c. ——— with reference to your having yesterday illegally seized and distrained his goods and chattels for rent that had not then accrued due.

You must be well aware that the course of proceeding adopted by you was illegal. I am therefore instructed to apply for payment of the sum of £5 as and for damages sustained by my client by reason of such illegal seizure and distress, together with the costs paid by him for the possession fee.

Unless the amount claimed be paid to me, together with  $\frac{3}{7}$  the cost of this application, on or before ——— morning next, legal proceedings will be commenced against you for the recovery of the said damages without further notice.

## 10.—For damages for breach of promise of marriage.

I have been consulted by Mrs. A. B., of &c., widow, with reference to the breach of your promise to marry her. I understand you deny all liability in respect thereof, but feel satisfied that if my instructions are in any way founded on fact, you must be mistaken in this respect. My client is very reluctant to enter into litigation if it can be avoided, and I shall be glad if you will kindly reconsider your decision upon her claim, and enable me to settle same by payment of reasonable damages; otherwise I fear I shall be compelled to commence proceedings for recovery thereof. An answer to this letter on or before the ——— inst., is requested.

**Series of letters to Colliery Proprietors and their Solicitors respecting claim for damages, etc., for injuries to cottages caused by mining operations.**

**1.—Preliminary application as to nature and extent of damages, and for payment of amount. (*Vide Supplement, Letter No. 1.*)**

## 2.—Reply to their Solicitors.

In consequence of the dangerous condition of this property, we have been compelled to have an inspection and report made by Mr. C. D., as to the depreciation in the present saleable value thereof. He reports, in effect, as follows (Copy material part of report) :—

Our client cannot permit the property to remain any longer in its present state, and has instructed us to inform you that if your clients do not repair it forthwith, she will be compelled to have the necessary repairs done, and recover the amount expended thereon, together with the sum of £————— for the said depreciation. Mr. C. D. further reports that, in his opinion, the latter sum will only barely cover the present depreciation. Any further depreciation consequent upon mining operations, will, of course, have to form the subject of another claim. As the matter is very urgent, and the tenants of the cottages are threatening to leave unless the necessary repairs are executed forthwith, we shall be obliged if you will kindly see your clients upon the subject, and inform us of their decision on or before ——— morning next, to enable us to advise Mrs. Z. in due course as to the line of action to be adopted under the special circumstances. We regret that the dangerous state of the property reluctantly forces us to urge despatch, and, in the face of this, we feel sure you will not consider us too importunate in asking you for a *final decision without further delay*.

## 3.—Further application for a settlement.

In consequence of the dangerous condition of this property through the mining operations, and a continued subsidence resulting from the latter, we have been compelled to have another inspection made by Mr. E. F., who reports, in effect, as follows (Copy material part of report) :—

We think it right to mention that the tenant of the shop has threatened to leave in consequence of the dangerous condition thereof, and unless the matter is put right at once we fear the consequences will be very serious. We are instructed to peremptorily enquire your client's intentions in the matter, to enable us to advise Mrs. Z. as to the course of action to be adopted under the circumstances. An *immediate* reply will oblige.

#### 4.—Letter respecting amount of compensation offered.

We have seen our client respecting the result of our Mr. A.'s recent interview with your Mr. B. herein, and are instructed to inform you (as requested) that in the face of Mr. C.'s assurance, based on his report of the (date) last, since which date a further serious subsidence has taken place, she cannot accept less than the sum of £ ———— as compensation for the damage caused to her property, and the sum of £ ———— the estimated loss or depreciation in the saleable value thereof. We think it right to remind you that the tenant of the shop has (in consequence of the unsafe condition thereof) been compelled to rent a house at (township) from quarter to quarter, as he and his family dare not sleep at the shop, fearing the consequences, in the event of a continuance of the subsidence, might be very serious. Two of the cottages have also been empty for some time past, in consequence of their unsafe condition. As our client is constantly pressing us to get the matter settled, we sincerely trust you will kindly ascertain your client's final instructions, to enable us to advise her as to the course of action to be adopted, in the event of our inability to effect an amicable settlement. *Without prejudice.*

#### 5.—Further Application.

Our client has given us peremptory instructions to proceed with this matter forthwith. The tenants of the cottages are threatening to leave immediately, on account of their absolutely unsafe condition. We have therefore no course left open but to give you final notice, which we now do, that if the property is not forthwith repaired, to the satisfaction of our client, or her duly authorised agent, and put in a proper habitable state, she will have done to it what she is advised is necessary, and will hold your clients responsible for the amount of such repairs, and also for any other damage she or her tenants may suffer in consequence of your client's negligence in the matter, and failure to comply with our repeated applications for an amicable settlement by payment of the damages therein claimed. She will also at once institute such proceedings against your clients as she may be advised are necessary to enforce her rights and remedies for the damage complained of.

## 6—Final Application.

We regret to inform you that as your client appears to have totally ignored our letters upon this troublesome business, we have been *peremptorily* instructed to get the urgently required repairs done forthwith, and sue for the amount thereof, and damages for the depreciation in the saleable value of the property. We much regret being forced to take extreme measures, but as the property is in an exceedingly dangerous state, and further delay cannot, under any circumstances, after the unusual indulgence accorded to your client by forbearance to resort to legal proceedings long ere this, be permitted, they will only have themselves to blame for the consequence of their extraordinary and unwarrantable procrastination in making fair and reasonable overtures for a settlement without litigation. We may reasonably claim credit for having, on our part, exerted every possible effort to effect an amicable settlement, and fear we have incurred our client's displeasure by not issuing a writ long ago, instead of repeating our applications so frequently, without any beneficial result. Kindly inform us forthwith if you will accept service of writ on behalf of your client in due course, if he still persistently declines to entertain the claim in a fair and business-like spirit.

## 7.—Letters between said Solrs. and Solrs. for Owner of damaged property.

*Proposal to refer question of damage to property through mining operations to Arbitration.*

1.—In the interests of both our Clients it might be desirable before embarking upon litigation to see whether the claim was of such a nature as could be fairly met without the additional costs of an action. If however your Client wishes to institute legal proceedings we will accept service of writ on behalf of our Client.

Mr. A———will instruct Mr. B———to look over the property, and it will probably be desirable that your adviser, Mr. C———should meet him there. Will you be good enough therefore to put Mr. C——— in communication with Mr. B. ——— ?



Would your Client be disposed to refer the question of damage herein to some entirely independent person?

The ordinary course of an arbitration is for one party to appoint whoever he may think fit, the same right being reserved to the other party, and leaving the two arbitrators to select their own umpire in case of difference.

### 8.—Nomination of Owner's Arbitrator.

Referring to our Mr. W.'s interview with your Mr. E. we think it right to remind you, in order to prevent any misunderstanding, that our nomination of Mr. C. on behalf of Mr. A. is subject to your nominating Mr. D., of this town, as the other Arbitrator, and to their selecting Mr. R., of this town, Contractor, or Mr. O., of ——— Builder, as their Umpire in the event of their disagreement as to the amount of damage, &c. He strongly objects to any other persons than those named, and sincerely trusts that your Clients may see their way to agree to this, in order to make an end of the matter, without resorting to legal proceedings, if practicable. Without prejudice.

### 9.—Reply thereto as to course to be adopted.

We have forwarded a copy of your letter to Mr. A., and upon receiving his instructions will reply to it. We have frequently pointed out to you that if the matter were to be referred to one person it would be objectionable that such person should be one who has been employed by either party in connection with the subject of the dispute. Our wish was to refer to some one person entirely independent; your Client, however, appears to prefer that each of us should appoint an Arbitrator, and that the two appointed should appoint an Umpire. In such a reference we cannot understand why your Client should wish to exercise her right to appoint whoever she may choose as her Arbitrator, and deprive us of a similar privilege. As your Mr. ——— admitted to our Mr. ——— you would fully instruct your Arbitrator as to your case before he went into the reference, and we cannot understand therefore why you should have any objection to the

Arbitrator appointed by us being also acquainted with our view of the matter. You mention Mr P. We do not know that Mr. A. would appoint Mr. P., but, if the matter is to be referred to three persons, we must ask that we should have the same right of appointing whoever we may choose on behalf of our Client, as we are prepared to concede to your Client.

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## APPLICATIONS TO RAILWAY COMPANY FOR DAMAGES &c.

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### 1.—For personal injuries sustained by a married woman.

I have been consulted by Mr. and Mrs. A., of &c., with reference to certain personal injuries sustained by the latter, whilst travelling on your Company's line of railway, by the 6.50 a.m. train from \_\_\_\_\_ to \_\_\_\_\_ on the \_\_\_\_\_ last, when the said train, through the negligent and unskilful conduct of your Co.'s servants, came into collision with another train at or near, &c., whereby she was thrown down, severely shaken and bruised, and has since suffered great pain, and incurred expense for medical attendance, and been thereby prevented from attending to her business of fish sales-woman, in consequence of which my clients have lost a great number of their former customers, and Mrs. A. has been temporarily disabled from earning a livelihood in so ample and beneficial a manner as she has hitherto done. I am very reluctant to enter into litigation, if it can be avoided, and shall be glad if you can enable me to settle the case by your Co. paying a reasonable compensation. My client was examined by your Co.'s local surgeon shortly after the collision, and he will, doubtless, have already reported to you the nature and extent of her injuries. I shall be obliged by an answer to this letter at your earliest convenience.

## 2.—To Railway Co. as to their proposal for a settlement.

I have seen my clients respecting your offer of £ ——— in settlement of their claim for damages, medical and legal expenses therein, but they decline to accept same. Mrs. A. B. informs me that she was incapacitated from attending to her business for a period of about ——— weeks, in consequence of which she has lost a good connection as a fish dealer; her husband is a mechanic, and was, therefore, unable to carry on the business during her illness. She was absolutely compelled to employ two women for the said period, one to attend to herself exclusively, and the other to her young children. These women were, of course, provided with board and lodgings, and paid for their trouble. Kindly inform me as to your willingness, or otherwise, to enlarge your offer to £ ———, on or before the ——— inst.

## 3.—To Steamship Co. for loss and personal injuries alleged to have been sustained by a cattle dealer thro' a collision between two of their steamers plying between ——— and ———. Re Collision between s.s. (names).

I have been consulted by Mr. A. B., of &c., a passenger by the steamer ——— belonging to your Co., which foundered in the above collision, with reference to a sum of £ ———, English and Irish Bank Notes, lost by him in consequence thereof. My client is in a position to prove most positively his said loss, and I shall be glad to afford you the fullest information possible, under the circumstances, respecting the same. I am instructed to formally apply to your Co. for the said amount, and also the further sum of £ ———, the amount of damage sustained by him, by reason of the loss of markets on the day following the collision, he not being able, in consequence thereof, to reach his destination in due time, whereby he suffered the said loss.

I am very reluctant to enter into litigation, if it can be avoided, and shall be glad if you will kindly enable me to settle the case amicably by payment of the amount claimed, on production of satisfactory evidence of the nature and extent of my client's pecuniary loss and personal injuries sustained.

#### 4.—Second letter showing how amount of loss was made up, pursuant to Co.'s Solicitor's special request.

I have seen my client respecting your letter of the ——— inst., and, as requested, now beg to send you an account of how the loss occurred. At the time of the collision he, with several other cattle-dealers, was in the cabin of the “———” known as the Dealers' Cabin, next to the part which received the damage, through which she foundered. He carried notes of the following amounts (specify number of notes and amounts) in a new pocket-book in the left inside pocket of his waistcoat, which latter he had taken off, along with his coat, with the intention of going to sleep. When the collision occurred the said cabin immediately filled with water; the occupants, and amongst them my client, with difficulty escaped, saving only their lives and the clothes they were wearing at the time. My client carried over £100 in gold in his trousers pocket, but this, fortunately, was saved.

#### 5.—Final Application to said Company for a settlement.

My client has been continually pressing me to proceed with this matter, and I now regret that proceedings have not been taken before this, having regard to the fact that my letters of the ——— last, remain unanswered.

My client has been under the Doctor's hands for a considerable time, suffering from injuries sustained in the above collision, in consequence of which he has not been able to follow his usual employment, and has sustained serious losses, for which he will require adequate compensation, in addition to the amounts claimed by my letter of the (date) ——— last. I am instructed to enquire if it is the intention of your Directors to entertain his claim, otherwise I shall be compelled to issue a writ without further notice. The matter has remained in abeyance quite long enough, and further delay cannot, under any circumstances, be permitted.

An early reply will greatly oblige.



## 6.—For value of goods undelivered (short form).

I am instructed by Mr. A. B., of &c., to apply to you for payment of the sum of £ ———, the value of certain goods delivered to your Co.'s servants on the (date) last, at the (name) Railway Station, for consignment to him, but not delivered. I trust you will kindly enable me to settle the case by payment of the amount, together with my expenses, 5/1, at your early convenience.

## DEBTORS & SURETIES.

### 1.—Offer on behalf of a Debtor to pay debt by instalments.

I have been consulted by the Defendant with reference to this action. His pass-book shews that he is not indebted to you in the amount claimed. He is willing to pay the actual amount owing £——— by monthly instalments of £1. He has been pressed by several other Creditors, who have consented to accept payment of their claims by instalments, provided you will accept the foregoing proposal. I shall be glad to shew you the pass-book.

Kindly let me know your decision forthwith.

### 2.—Application on behalf of a surety to his co-surety for payment of latter's contributory share of amount guaranteed, paid under a Writ of Fi. Fa.

The (name) ——— Banking and Investment Co., Limited, v (parties names) ——— and yourself.

I am instructed by Mr. A. B. ——— of ——— to apply to you for payment of the sum of £ ———, being your proportion of the sum of £ ———, paid by him on the (date) ——— ult., under a warrant of execution issued in this action against his goods from the County Court ——— of ——— holden at ———

I beg to inform you, &c. (Copy from letter No. 4).; application for debt.

## CREDITORS & DEBTORS APPLICATIONS FOR DEBTS.

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### 1.—To a School Committee for payment of a School Master's salary.

We are instructed by Mr. ———, the late Master of the ——— Day School, to apply to you for payment of the amount due to him, after giving credit for all proper deductions, and for the cheque for £ ——— paid to him on account. You must be well aware that your Committee are not justified in making any of the deductions they have made from the Government Grant of £ ———. Our client is determined to proceed against you for the purpose of receiving the money illegally withheld, and has instructed us to take such steps as we may consider necessary, if the amount is not paid at our office by ——— o'clock on ——— morning next. We must, on his behalf, protest most strongly against the course of action adopted by you, or your Committee, in paying any accounts whatever out of the said Grant.

Mr. ———, as you are doubtless aware, was responsible for, and would have paid any accounts which were properly payable, and under these circumstances you had no right whatever to make any deduction therefrom. We trust that you will see your way to paying the amount, and thus obviate the necessity for any further unpleasant proceedings.

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## EXECUTIONS,

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Letter to Plt. respecting an illegal levy under an Exon.  
issued by him against a Dft. upon whom Copy Writ  
had not been personally served.

I have been consulted by Mr. A. B. of &c., with reference to the Execution levied yesterday upon his goods and chattels under proceedings instituted by you on the ——— last. I think it right to remind you that the copy Writ of Summons was not served upon my Client



personally, and under the circumstances, I fail to see how you can maintain the legality of, or justify, the steps you have taken. I am informed that you deny all liability therefor, but feel satisfied that if my instructions are in any way founded on fact you must be mistaken in this respect. My Client is very reluctant to enter into litigation, if it can be avoided, and I shall be glad if you will kindly re-consider your decision with reference to the course of action you have thought fit to adopt. If the matter cannot be satisfactorily arranged I think it right to remind you (in order to avoid any misunderstanding) that an application will be made, in the usual course, for leave to defend the action, (notwithstanding the time for entering an appearance &c. has elapsed) and restrain your execution without prejudice to any rights and remedies my Client may have against you for the recovery of damages for the illegal levy you have made.

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## DOMESTIC DIFFERENCES.

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### 1.—On behalf of a Father demanding the return home of his infant Daughter.

I have been consulted by Mr. A. B., &c.-----with reference to your refusal to allow his daughter to return to him.

You are doubtless aware that he is legally entitled to have the custody and control of her until she attains the age of 21 years, and that under these circumstances, you have no legal power over her as against him. I also beg to remind you that he is under no legal obligation to contribute towards her maintenance, if she continues to reside with you without his authority and consent. He is willing to maintain her, if she will forthwith return to and remain at her home. If she declines to do this, then you must take charge of her altogether, and maintain her at your own expense, and he will give this notice in evidence in any proceedings you may think fit to take against him in respect of any alleged claim for maintenance. I am very reluctant to enter into litigation if it can be avoided, and shall be obliged by an answer to this letter on or before (date).

**2.—To a Father-in-Law respecting his Daughter's unjustifiable departure from her home.**

I have been consulted by your son-in-law with reference to your daughter's departure from home without lawful excuse, on the (date) ———.inst, and am instructed to inform you that he is willing to receive her again (along with her children), provided she will return on or before ——— morning next, and bring with her the articles of furniture now in her possession belonging to him. In case she declines to adopt this course, and you permit her to remain under your roof after the said date, he will give this notice in evidence in any proceedings you may think fit to take against him in respect of any alleged claim for maintenance.

I trust, under the circumstances, you will kindly induce her to accede to this request, in order to avoid any unpleasantness.

**3.—To a husband for his wife's maintenance, board and lodging, &c.**

I have been consulted by Mrs. A. B., &c. ——— with reference to your refusal to allow her a sufficient sum for her maintenance. You must be well aware that the sum heretofore allowed is totally insufficient. I am instructed to inform you that unless some satisfactory arrangement be forthwith made, by the allowance of an adequate sum, for her future maintenance, legal proceedings will be commenced against you without further notice. She is unwilling to enter into litigation if it can be avoided, and I trust you will enable her to effect an amicable settlement. I am also instructed by her mother, Mrs. ——— to apply to you for the sum of £ , for Mrs. A. B.'s board and lodging from the 31st October to this date, and the sum of £ amount of rent due to her from the 12th day of May last. Unless the said sums, together with ——— the cost of this application, be paid to me on or before ——— morning next at ———, legal proceedings will be commenced against you for the recovery thereof without further notice.

#### 4.—Husband and wife. Repudiation of his liability for her maintenance whilst living apart.

Mr. A. B of———has handed us your letter of the——— inst., and instructed us to reply thereto. He informs us that his wife left him of her own free will, and that he is, and always has been perfectly willing to keep her, if she will come and live with him. Under these circumstances, you are aware that you can have no claim against him for her maintenance, or for any relief given to her.

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### GOODS LOST IN TRANSIT.

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#### 1.—For value of Goods lost in transit.

I am instructed by Mr. A. B., &c., to apply to you for the sum of £——— the value of 10 sacks of Flour delivered to your Company on or about the —— day of —— to be safely and securely conveyed for him from —— to —— and there delivered within a reasonable time, which said Flour was not delivered, but lost to him. I am also instructed to apply for the further sum of £———, being the loss sustained by him in consequence of the non-delivery thereof. My Client informs me that he has already communicated with you respecting his claim, but has hitherto been unable to obtain a satisfactory settlement. I am, &c.

#### 2.—To a 'Bus Proprietor for value of goods lost by Conductor thereof.

I am instructed by Mr. A. B., &c., to apply to you for the sum of £——— the value of a parcel of goods entrusted to the Conductor of your 'Bus on (date) to be delivered to (name of Consignee) —— before —— o'clock the same day, but which, I am informed, has been lost. I shall be glad if you can enable me to settle the matter by payment of the amount, together with 3/7 the cost of this application, on or before (date) —— morning next at the latest.

## RETURN OF GOODS ; DEMAND THEREFOR.

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**Letter demanding return of goods purchased from a prisoner's  
wife during his imprisonment.**

I have been consulted by Mr. A. B. &c., ——— with reference to your purchase from his Wife of his household furniture whilst he was detained in prison on a charge of assault upon her on the (date) ——— last. You must be aware that the purchase, under the special circumstances of the case, was illegal. I am instructed to inform you that unless the whole of the goods so purchased by you be restored to my client on or before ——— morning next, at ——— o'clock, legal proceedings will be commenced against you for the recovery of damages without further notice.

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## HORSE CASES.

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**To ——— Society on behalf of Owners of a horse for  
grounds of objection lodged against him as Winner of  
1st Prize.**

**Re “ (name) ”**

We are instructed by the Owners of this horse to ask you the grounds of the objection which has been lodged against him. We understand that a protest was entered against him at your Show last year, and that the Council decided in his favour. If the grounds of objection are the same this year as last we see no reason why the matter should not be adjudicated upon at once.

If any fresh grounds are lodged then my Clients are entitled to know what they are. I submit that the decision of the (name) or any other, Show, has nothing whatever to do with your decision in the case.



If the horse is entitled to the prize awarded to him by the Judge, then this prize ought to be given to his owners.

If he is not entitled to the prize, then, of course, there is an end to the matter. Our Clients are determined to contest it to the utmost, and with that view wish to lose no time now in ascertaining your Society's decision upon the subject.

We shall be glad to hear from you at once.

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## INSURANCE CASES.

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### 1.—Policy-holder's notice to Insurance Co. of appointment of Arbitrator to adjudicate upon disputed claim.

A dispute having arisen between Mr. A., of &c., a person interested in Policy No. ———— effected upon his life, or upon the life of B. *(if same effected on a Debtor's life, or that of any other person wherein he has an insurable interest)* in your Co. on or about the ———— day of ———— 18—, and latter having disputed his right to the amount thereby assured (and bonuses thereon, if any), or raised certain objections in relation thereto, which cannot be satisfactorily settled without resorting to the Arbitration provided by the conditions of assurance endorsed thereon, in pursuance thereof I beg to inform you that my Client has appointed Mr. C. D. of &c., Arbitrator on his behalf, and hereby requires your Co., within 7 days from this date, to appoint some person as Arbitrator on their behalf, or in default thereof, Mr. C. D. will proceed to make his award as sole Arbitrator.

### 2.—Letter to an Insurance Agent demanding performance of his Bond to Company for due performance of his duties.

We have been consulted by the ———— Assurance Co., Ltd., respecting your bond to them of the ———— last, in which, amongst other conditions, you undertook, (1) to render a just and true account of all



moneys received and paid by you, and pay over all moneys remaining in your hands, to such person or persons as the said Co. should appoint according to their rules; (2) to give them one week's notice before resigning your office as their agent, and (3) to take as often, and at such times as the said Co. should appoint, the person appointed by them round to the whole of the members; (4) and to deliver up all cards and your collecting book, and (5) in all respects, well, truly and faithfully perform and fulfil your office of Agent to the said Company. We are informed you have failed to fulfil any of these conditions, and under the circumstances are instructed to inform you that unless you forthwith deliver to them an amended cash statement (the one already rendered being incorrect) and take your successor round to the whole of the members from whom you formerly collected, for the purpose stipulated by your bond, and pay the costs of, and incidental to this application, legal proceedings will be commenced against you without further notice. We trust your strict compliance with our request will enable us to avoid proceedings. An immediate reply as to your intentions in the matter is requested, as our instructions to proceed are peremptory.

### 3.—Letter to said Agent on discovery of further defalcations.

We are informed by our Clients the ——— Assurance Co., Ltd., that they have discovered further serious defalcations by you in your capacity as Agent to them, and we have their instructions to write and inform you that if these defalcations are not made good before ——— next, the ——— inst., proceedings will at once be instituted against you in respect thereof.

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## LANDLORD AND TENANT.

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### 1.—Letter to tenant as to illegality of his notice of intention to quit.

Mr. A. B., of ——— has consulted us with reference to your letter of the ——— ulto., respecting the tenancy of your house.

We think it right to remind you that in the face of the fact that you did not serve a proper notice on the ——— inst. of your intention to quit, he will hold you responsible for the tenancy of the house until the (date) ——— next. We do not think you can leave in the summary manner indicated by your letter, and are instructed to inform you that if you carry out your intention in this respect, he will proceed, in due course, for recovery of the year's rent. Enclosed you will find his receipt for the sum of £ ——— one half year's rent paid by you on the ——— inst.

## **2.—For payment of a premium for giving up possession of a house without customary notice to quit.**

I have been consulted by Mrs. A. B., of ——— with reference to her claim against you for the sum of £ ———, agreed to be given to her as a premium for giving up possession (without the usual notice to quit) of the house held under you. I am instructed to inform you that unless the amount, together with 3/7, the cost of this application, be paid to me, on or before ——— morning next, at ——— o'clock, legal proceedings will be commenced against you to enforce payment thereof, without further notice.

## **3.—By tenant for compensation for a landlord's breach of contract to let a house.**

I have been consulted by Mr. A. B., &c., of ———, with reference to the breach of your contract to let to him a house belonging to you, situate at ———. In consequence of the said breach my client has sustained considerable loss. He instructs me to inform you that unless ample compensation be forthwith made for such loss, proceedings will be commenced against you for the recovery of damages without further notice. I trust your immediate attention to the matter will enable me to avoid the adoption of this unpleasant course.

## LESSOR TO LESSEE—CHIEF RENT NOTICES, &c.

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### 1.—Notices by Lessor's Agent to Lessee as to due date of Chief Rent, &c.

I beg to inform you that the Rents now due to The Rt. Hon. The Earl of \_\_\_\_\_ for the township or district of \_\_\_\_\_ will be received at this office on \_\_\_\_\_ the \_\_\_\_\_ inst., between the hours of 10 and 12 o'clock.

Will you therefore oblige me by causing the amount due from you (as shewn on the other side) to be paid on that day, or remitted previously, as may be most convenient to you?

### 2.—Agent's Demand Note (No. 1) on default in payment of Chief Rent.

I beg to remind you that Lord C.'s half-yearly rent-audit was held (in accordance with the notice duly forwarded to you) on \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_, and that your  $\frac{1}{2}$  year's rent still remains unpaid.

Your kind attention will much oblige

### 3.—Agent's Demand Note (No. 2).

As the usual notice of Lord C.'s rent-audit and subsequent application for the payment of your  $\frac{1}{2}$  year's chief rent, now long past due, have not met with attention, I am obliged to request that the amount outstanding may be paid at this office, or remitted to me, within seven days from this date.

### 4.—Agent's Notice of Rent Audit. (Another form.)

I beg to inform you that an audit for the receipt of the Rents due to \_\_\_\_\_ will be held by me at the Estate Office, on \_\_\_\_\_ the \_\_\_\_\_ inst., between the hours of 11 and 1 o'clock.

### 5. — Lessee's Letter to Lessor with cheque for rent.

Enclosed I beg to hand you a cheque, for £———, being half a year's rent due to you (date), receipt of which kindly acknowledge.

## MORTGAGES.

### 1 —To Mortgagor, with Mortgagee's Schedule of and Receipt for Title Deeds relating to mortgaged premises.

*Yourself to A.*

Enclosed we beg to send, as promised, a Schedule of and receipt for the title deeds delivered up by you herein upon the execution of your mortgage of leasehold premises in ———, receipt of which please acknowledge in due course, and oblige.

### 2.—To a Mortgagee for loan of Title Deeds relating to mortgaged premises.

Mr. A. B. has agreed to sell his leasehold shop and premises situate in, &c., subject to your Mortgage for £——— thereon, which I understand you have agreed to let remain undisturbed. The purchaser wishes to complete as soon as possible, and I shall therefore be much obliged if you will kindly hand the title deeds relating thereto to my Clerk, to enable me to prepare and furnish an Abstract thereof in due course to the Purchaser's Solicitor, and I will return same to you within ——— days from this date. Of course you will not be put to any expense in the matter.

### Special letter to Lessor asking for a reduction of ground rent payable by a Mortgagee in possession whose security has proved inadequate.

We have been consulted by Mr. A. B., of &c., ——— with reference to the yearly ground rent, £———, less income tax, payable by him



as mortgagee in possession of a piece of land (containing ——— square yards) in &c. ——— and he has instructed us to call your kind attention to the following circumstances concerning same.

It appears that the land in question was leased by you to one C. D., ———, then of &c., ——— by an Indenture of this date, for a term of ——— years from the (date) ———, at the said rent of £ ———, payable half-yearly, who on the (date) ——— mortgaged the said premises, together with the two dwelling-houses and shop, and all other erections thereon and thereafter to be erected to Mr. A. B. ——— to secure repayment of the sum of £ ——— and interest at 5 per cent. per annum. Unfortunately for the lender he entrusted the negotiation and completion of the said mortgage to his then Solicitor, (name) ———, to whose uncontrolled discretion and judgment he left the eligibility of the security so far as regarded the value of the property and a reasonable margin for depreciation in value, &c., and this misplaced confidence in his estimate as to the then value has resulted in a very serious loss to the lender. The mortgagor failed to pay any interest, and on the (date) ——— he instituted proceedings in the County Court of ———, holden at ——— for liquidation of his affairs by arrangement, or composition with his creditors. The said lender was then scheduled as a creditor for £ ———, principal and arrears of interest on the (date) ———. The said mortgagee caused notices to be served upon the tenants of the mortgaged premises not to thenceforth pay rent to the said mortgagor, and on the (date) ———, in answer to an enquiry by Mr. ———, your Solicitor replied that no rent had been paid on account of this property since the lease was taken up, although repeated applications had been made for it, and that the amount then due, was as follows:—

2½ year's at £	...	...	£	:	:
Less tax	...	...	£	:	:
			£	:	:

The affairs of the said mortgagor were, it is believed, wound up in liquidation, and the said mortgaged premises have since the date of the said notices been in possession of the mortgagee, by whom the said ground



rent has since been paid. The said security has proved a very bad one, and from the lender's statement to us he appears to have reposed the fullest confidence in his then Solicitor as to the value, and depended upon the correctness of his judgment upon this point, the unfortunate result of which has been that he has been hampered with a security in respect of which he has, of course, been bound to pay the ground rent, but from which he has not derived anything near an approximate or fair return by way of interest on the amount advanced. In addition to this he has been subject to the annoyance and expense of periodical visits to the property, to inspect the condition thereof, and endeavour, to secure respectable tenants therefor, with a view to realizing the most advantageous return under the peculiar circumstances. It is seriously anticipated, having regard to the present state of trade, and the consequent inability of the said lender to obtain payment of his rents in full, that the future payment of the said rent reserved by the said lease in full, combined with the loss of rent, and the amount necessarily expended in repairs, together with other incidental expenses, will lead to a very considerable loss, and make his security practically valueless for some time to come. Under the special circumstances before detailed, our client has strongly urged us to respectfully call your kind attention to the facts of the case, with a view to inducing you to kindly take into your favourable consideration the peculiar claims he has to a reduction of the ground rent now payable in respect of the said premises, viz. : (1) His inability to obtain regular payment of his rents ; (2) the loss occasioned by his inability to regularly let the premises ; (3) the utter uselessness, in many cases, of attempting to take the usual steps to enforce payment in the face of the tenant's plea that the depressed state of trade, and other circumstances, absolutely preclude regular payment of his rent, and (4) the hardships resulting to the lender in the event of the said rent not being reduced. If the said premises were offered for sale, either by public auction or private contract, any effort with that view would doubtless prove abortive, unless the mortgagee was disposed to add to the great loss he has already sustained by selling for an outrageously low sum in order to get rid of what, to him, has been not only a source of annoyance, but the result of ill-reposed confidence in the stability of the security upon which he made his advance. Half a year's ground rent will become payable on the 2nd proxo, and we therefore respectfully ask that you will be pleased, under the exceptional circumstances, to direct a substantial reduction to

be made therefrom, by assessing the amount to be henceforth paid at the lowest possible sum that you can, consistently with the exigencies of the case. Our client is a retired farmer and inn-keeper, whom old age and ill-health have compelled to retire from active work, and he feels it keenly that his hard-earned money should have been directed into a channel from which he has not the slightest hope of getting back anything near the amount originally lent. He feels confident, along with ourselves, that if the facts of the case are laid before you, they will receive your kind consideration. Any further information you may require shall be willingly supplied on receipt of an intimation to this effect, either from you or your Agent, Mr. ————, to whom we have sent a copy of this letter, in order that, if it should become necessary for you to confer with him upon the subject, he may be fully cognizant of the facts of the case before hand.

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## PARTNERSHIP.

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### 1.—Letter demanding a Dissolution.

I have been consulted by Mr. A. B., &c., with reference to the partnership subsisting between you. He alleges that it is impracticable to carry on the concern any longer in conjunction with you. He regrets that such a step as the present one has to be taken so soon after the commencement of the partnership, but circumstances, of which you are doubtless fully aware, render it absolutely necessary that a dissolution should take place as soon as possible.

My Client wishes to effectuate this object by an amicable arrangement, if possible, but, if you are unwilling to meet him in the same spirit, he will have no other alternative than to procure a dissolution by the usual means. He is very reluctant to enter into litigation, if it can be avoided, and under these circumstances, I shall be glad to know upon what terms you will withdraw from the concern.

**2.—Special Letter on behalf of one Partner to another as to  
(1) latter's investment of additional capital, and (2) a  
re-arrangement of former's share of profits.**

I have been consulted by your co-partner, Mr. A. B., with reference to the articles of partnership subsisting between you.

He states that he is in receipt of one-third the net profits of the concern, and that the capital invested by him is almost equivalent to your joint capital.

Having regard to his long experience in the trade, and extensive business connection, combined with other circumstances, he considers that he is fairly entitled to a larger share of the profits. He is willing to augment his present capital by investing an additional (state amount) £——— in which event it would be equivalent to your joint capital; this investment, is of course, subject to your making satisfactory arrangements respecting the other proposals contained herein. Ordinarily, in the absence of special circumstances, as you are doubtless well aware, an equitable division of profits should be regulated and determined according to the capital invested by each partner.

On this assumption, the equity of which I trust you may readily see, my Client's capital will, in the event before mentioned, represent one half the net profits of the concern.

His prospects of extending, and very considerably improving the business, are exceptionally good, and his only desire is that he may be placed on an equitable footing, based on the amount of capital invested. To render such an undertaking as the one into which you have embarked mutually advantageous, a fair and equal apportionment of the profits is, of course, the most important consideration. My Client is most unwilling to attempt to disturb the Articles of Partnership entered into during the period fixed for the duration of the undertaking, but, on the point before mentioned, he has no other alternative than to bring the matter before your notice in the present form. Probably a meeting to discuss the matter fully, at which I shall be glad to be present, will facilitate it very considerably. I understand there are several trade bills running, which will fall due on or about the ——— prox., to be provided for. My Client is naturally anxious that the position of the concern shall not

be in any way jeopardised by the dishonour of these bills, and, of course if a satisfactory arrangement can be effected in due time with reference to the foregoing proposal, he will be able to place himself in readiness to meet them, for and on behalf of the partnership. He wishes to avoid any unpleasantness with reference to these bills, and trusts you will be good enough to consider his proposal, in order that, by your joint co-operation, matters may be placed on a footing equally beneficial to all the partners. If the proposal is carried out in its integrity he will then endeavour to extend the connection on account of the concern, the result of which would very materially enhance the financial status of it.

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## SLANDER.

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### 1.—SPECIAL LETTER demanding retraction of a slander on behalf of a Tradesman respecting whose solvency false rumours have been circulated.

We have been consulted by Mr. A. B., of, &c., ——— with reference to a rumour recently circulated by you that he was in very embarrassed circumstances, and had either called, or was then about to call his creditors together, with a view to a compromise of their claims against him. Being determined to trace the slander to its original source, our client has discovered that you uttered it to one Mr. C. D., ——— of, &c., ———. Our client much regrets being reluctantly compelled to bring his informant so prominently into the case, the latter being naturally averse to divulging the information (for fear it may lead to awkward consequences between himself and his employers), but this information being doubtless the foundation of the slander, he has no other alternative than to let the matter take its course, whatever the consequences may be, after such a deliberate and unwarrantable attempt to injure his credit, unless a satisfactory settlement is effected. In consequence of the reports referred to, you are doubtless aware that the subject



has been very freely discussed, and for some time past has (in common parlance) been the town's talk. We scarcely need remind you that during his career in this town, extending over a long period, our client has been rigidly exact in discharging his accounts, and particularly in all his commercial transactions his invariable custom has been to discharge his obligations when due. He naturally feels that there has been a most unjustifiable, vindictive, and dastardly attempt on your part to injure his business, and the course he is adopting is simply taken with a view to vindicate his commercial prestige. We are very reluctant to enter into litigation if it can be avoided, and shall be glad if you can enable us to settle the case by (1) a retraction of the slander; (2) a written apology, which would, of course, have to be published in the local papers; and (3) payment of our costs of and incidental to the matter. In default of your immediate compliance with our request, our instructions are to issue a Writ for the recovery of substantial damages. A reply as to your intentions in the matter before 10 o'clock to-morrow (Thursday) morning is requested.

## 2.—Slanderer's apology in preceding case.

————— (Place and date).

I, the undersigned, having recently circulated a report to the effect that Mr. ———, of ———, was in very embarrassed circumstances, and had either called, or was about to call, his creditors together with a view to a compromise of their claims against him, hereby admit that such report was, so far as I am aware, utterly untrue, as I have always considered Mr. ——— perfectly solvent, and in a position to discharge all his liabilities. Mr. ——— having agreed not to institute legal proceedings against me on condition that all expenses incurred by him in connection with the said report are paid, and that the sum of ——— Pounds be paid to the funds of the ——— Infirmary, I hereby beg to express my sincere regret for having circulated such report, and unconditionally withdraw all imputations against Mr. ———, and authorise him to make such use of this apology as he may think proper.

Signed by Slanderer,

A. B., ———,

Address, ———

Occupation, ———

Witness to his Signature (A.B.) ———, Solicitor.



### 3.—Apology for a slander (another form).

I hereby express my regret for having on a recent occasion (or on several recent occasions) uttered certain slanders and malicious statements respecting you, which are entirely without foundation, and I now retract and apologise for having uttered the same, as I always have believed, and now believe, you to be a highly respectable and honourable person. I have to express my thanks to you for your kindness in consenting to forego legal proceedings against me, on my making this apology and paying all expenses

### 4.—Another form of special letter demanding retraction of a slander on behalf of a well-established tradesman concerning whose solvency false rumours had been circulated.

I have been consulted by Mr. ———, of ———, with reference to certain rumours which have been pretty freely circulated respecting his solvency and supposed intention of instituting proceedings for liquidation of his affairs by arrangement or composition with his creditors. I understand that some time ago a traveller called upon him on behalf of Messrs. ———, Warehousemen, of ———, for an order in the ordinary course of business, he having traded with that firm uninterruptedly for a period of about ——— years, paying his accounts regularly as they became due. Mr. ——— being busy in his shop at the time, requested the said traveller to call later on in the day, and he promised to do so. It appears from the information received that the traveller called upon you shortly afterwards, and that whilst in your shop, you, along with Mr. J. C., of this Town, draper, informed him (in effect) that my client was in very embarrassed circumstances, and had either filed, or was then about to file a Petition for the Liquidation of his affairs by arrangement or composition with his Creditors, and that it would not thenceforth be safe to credit him with any more goods. In consequence of this representation the traveller did not call upon Mr. ———, as promised, but forthwith reported to his employers the statements made by you and Mr. C., in consequence of which his credit was stopped. It is a fact that my client was indebted to Messrs. ———

in a paltry sum of £ ———— odd in respect of a balance of account, which had only just become due, and would have been then paid if their traveller had thought fit to call upon him according to promise. On the following day a special messenger waited upon him, and peremptorily demanded payment, they having evidently given full credence to your statement. Being determined to trace the slander to its original source Mr. ———— challenged the said traveller to deny that his credit with Messrs ———— had not been stopped in consequence of the misrepresentations made by you and Mr. ————. He admitted the truth of my client's allegations in toto, stating (in effect) (1) that you and ———— had made the representations to him before mentioned; (2) that in consequence thereof he declined to call upon my client as promised; (3) that he informed his employers of the report, whereupon his credit was forthwith stopped, his account being marked in their ledger as follows: "No further orders to be attended to;" and (4) that a special messenger was sent for the purpose aforesaid.

I am also informed that on ————, the ———— instant, you stated to Mr. ————, of this Town, ————, that my client intended filing his Petition, and that you had a short time before seen an overdue acceptance which he had requested the drawers to renew, in consequence of his then inability to meet it, and further intimated that his credit with the Manchester warehousemen was very shaky. I understand you have flatly denied the circulation of the report last referred to, but feel confident that if my instructions are in anyway founded on fact (and from the personal information I possess of the said report) your denial is simply an attempt to back out of the difficulty in which you have placed yourself by reason thereof. In consequence, &c. (copy from 14th line of letter No 1, to end thereof).

N.B.—Preceding case occurred before Bankruptcy Act, 1883, hence reason for referring to pregs. in liquidation.

##### 5 —SOLICITOR'S REPLY to letter demanding retraction of slander in preceding case by a Commercial Traveller uttered to his employer.

Our client, Mr. A. B., ———— has consulted us as to your letter written to him on behalf of Mr. C. D. He has never made

any slanderous or defamatory statements about your client. He has informed your client what actually did occur, and from whom he obtained the information, quite unsolicited, and at which he expressed his surprise, but did not believe it, which he, as in duty bound, communicated to his employers, Messrs. E. & F. ————, of &c.

We should be glad to afford you any further information we can in the matter, but our client is in no way liable. He personally regrets the inconvenience your client has been put to, in consequence of the representations he made to his employers, but, of course, any proceedings will be defended.

## **6—Ordinary Letter demanding retraction, &c., of a Slander.**

I have been consulted by Mrs. A. B., of &c., with reference to certain malicious and defamatory reports you have been in the habit of uttering and publishing concerning her. You must be well aware that the accusations you have made are utterly false and groundless, and may tend to do my client serious injury if allowed to pass unchallenged. I am instructed to inform you that unless you attend at my office on or before ———— afternoon next, at ————, and retract and amply apologise in writing for the slander complained of, and pay the expenses of and incidental to the matter, legal proceedings will be commenced against you for the recovery of damages without further notice.

## **7.—On behalf of owners of a prize horse, who had been slandered.**

We have been consulted by Messrs. A. B., of &c., the owners of the horse (name) ————, (which was awarded the first prize at the recent show of the (name)——— Agricultural Society), with reference to the slanderous and defamatory language uttered concerning them by you on the Show ground. You must be perfectly well aware that the epithet used by you in connection with them is utterly false and groundless, and may, and in fact will, probably tend to do our clients serious injury if allowed to pass unchallenged and unnoticed.

As the expression was uttered in the presence of a considerable number of bystanders, we are instructed to inform you that unless you forthwith write us, expressing your willingness to take such steps as our clients may think advisable to apologise for the slander complained of, and pay all expenses of and incidental thereto, legal proceedings will be commenced against you for the recovery of damages without further notice.

### **8.—Letter to a Master demanding retraction of a slander concerning an apprentice.**

I have been consulted by Mr. A. B., of &c., on behalf of his son (name) ———, with reference to certain malicious and slanderous words recently publicly uttered by you, charging the latter with felony, to wit, that he had stolen certain money belonging to you. You must be well aware that the accusations you have made are utterly false and groundless, and have, as a natural and ordinary consequence, injuriously affected the boy's character, by subjecting him to the loss of a chance of employment. I am instructed to inform you that unless you forthwith retract, and amply apologise in writing for the slander complained of, and pay my client substantial compensation for the consequential injuries sustained, legal proceedings will be commenced against you for the recovery of damages without further notice.

### **9.—Letter demanding retraction of an unfounded charge of passing base coin.**

I have been consulted by Mr. A. B., of &c., with reference to a charge made against him by you of having uttered and put off a counterfeit half sovereign on the ——— ult., at the shop of (name) ———, upon which charge he was detained in the (name) ——— gaol. You must be well aware that the charge against him was groundless, and may tend to do him serious injury, if allowed to pass unnoticed. I am instructed to inform you that unless you forthwith attend at my office, and sign a written apology in respect of this charge, and pay my client a substantial compensation, legal proceedings will be commenced against you for the recovery of damages without further notice.



**10.—Letter to Mother for retraction of a slander concerning her daughter.**

We have been consulted by your daughter (name) ———, with reference to certain slanderous and defamatory language which you have since the month of ——— repeatedly and persistently uttered against her in the presence of her neighbours and other people, and which may tend to do her very serious injury if allowed to pass unnoticed. You must be well aware that the accusations you have made are utterly false and groundless. We are instructed to inform you that unless you attend here on ——— morning next, at ——— o'clock, to apologise for the slanders complained of, legal proceedings will be commenced against you without further notice. We sincerely trust that, under the special circumstances, you will comply with our request within the time limited, and henceforth discontinue the repeated annoyance to which you have for a long time so frequently exposed our client.

**11.—Letter to a person who has used threatening language, &c., to another with whom he resided.**

We have been consulted by Mr. A. B., with reference to certain abusive and threatening language which you have on several occasions during the past few months uttered against him, and he informs us that your unwarrantable misconduct towards him has become so intolerable, that he cannot allow it to pass unnoticed any longer. We are therefore instructed to inform you that unless you quit the house occupied by him on or before the ——— instant, and discontinue the unjustifiable annoyance to which you have hitherto subjected him, legal proceedings will be commenced against you without further notice. A reply as to your intentions in the matter is requested on or before (date) ———, at ——— o'clock.

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**SOLICITORS.**

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**1.—With Solicitor's Bill to Client.**

Enclosed we beg to send our Bill of Costs against you, amounting to the sum of £ ———, and trust you will find same satisfactory.



## 2.—Solicitor's Executor's Notice as to continuance of practice.

We beg to inform you that in consequence of the death of our late senior partner, Mr. A. B., arrangements have been made with his Executor and Trustee, Mr. C. D., by which the practice of the firm of A. & R. B. will in future be carried on by Mr. E. F., who was articled to the late Mr. B., and has continued for some years past to act as his confidential Manager.

The title of the firm will be A. & R. B. & L.

It is intended that the late Mr. B.'s son, Mr. W. B. shall, on the expiration of his Articles be also admitted as a partner.

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## WARRANTY.

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### 1.—Breaches of Warranty.—Application for return of amount paid for an unsound horse, guaranteed sound on sale thereof.

We have been consulted by Mr. A. B., with reference to his recent purchase from you of an unsound horse, which at the time was warranted sound, but has turned out to be broken-winded, and subject to a severe cough. With your experience as a horse-dealer, you must have been well aware at the time of sale that you were deliberately and fraudulently palming upon our client a diseased animal, whose defects were not easily detectable, except by a person thoroughly experienced in horse-flesh. We have no doubt in our own minds that something must have been given to the horse at the time to temporarily relieve it from the appearance of broken-wind, in order the more easily to enable you to get rid of it to an unwary purchaser. We are instructed to inform you that unless the price paid by our client to you (£———) be returned to him forthwith, and 13s. 4d., the amount of our expenses, be paid, in exchange for the horse, legal proceedings will be commenced against you for the recovery of damages without further notice. This is a very gross case, and we will take good care that unless our request is forthwith complied with, the fraud is *fully* exposed before the proper tribunal.

## EXECUTORS' SOLICITORS' LETTERS DURING COURSE OF EXECUTORSHIP.

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### 1.—Executor's invitation for friends to attend Testator's funeral.

In the event of the Executors personally issuing invitations to friends to attend the testator's funeral, following form will suffice :—

“We beg to request the favour of your attendance at the funeral of the late Mr. A. B., on ——— morning next, the ——— inst., from his late residence to (name) ——— Church, the place of interment. The procession will move at ——— o'clock precisely. Yours faithfully, C. D., for self and Co. Exor. An early answer will oblige.”

### 1A.—Probate.—Solicitor to Executors, with an appointment to be sworn to affidavits for Grant of Probate, &c.

I have obtained the necessary valuations herein from Mr. A ———. You will now be in a position to apply for a Grant of Probate of the Testator's Will (and Codicil if any), and I shall be glad if you can conveniently attend at my office on ——— afternoon next, at 3 o'clock, to be sworn to the required Affidavits for that purpose, to enable me, in due course afterwards, to lodge the papers at the (Principal or) District Registry.

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## NOTICES TO BANKERS.

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### 1B.—Notice of Testator's death.

As Solicitor for and on behalf of Messrs. A. B., of ———, Butcher, and C. D., of ———, Farmer, executors of the late E. F., formerly of ———, (one of your Company's Depositors), I beg to give

you formal notice of his decease on the———ulto, and to request that you will, in due course, kindly transfer his banking account into their names. Please balance the Pass Book left herewith, and transfer the account to a new book. The Probate of the Testator's Will shall be produced for inspection and registration immediately after same is obtained.

## 2.—As to his deposit account.

The Executors will be sworn to their affidavits in support of application for a grant of Probate of the Testator's Will to-morrow, and I shall be glad if you will kindly inform me the exact amount of cash and interest standing to his credit at the date of his decease, to enable me to complete the necessary papers.

## 3.—Authority to Bankers to transfer Testator's Banking Account into Executors' names.

*Re* ——— DECEASED.

We, the undersigned A. B., of ——— and C. D., of ———, hereby request, authorise, and empower you to forthwith transfer the Testator's deposit account with your Bank into our names as Executors under his Will. This shall be your sufficient authority and indemnity for so doing.

Executor's Signatures,

## 4.—For Estate Cheque Book.

To ———.

Kindly supply us with a cheque book (containing———cheques) on account of the above estate.

## 5.—With Estate Pass Book to be written up and balanced.

Herewith we beg to send the Estate Pass Book herein, and shall be obliged if you will kindly have same balanced to date,

## NOTICES TO RAILWAY COMPANY.

### 6.—*Notice by Executors' Solicitor to Treasurer as to Stock-holder's Death.*

On behalf of A. B. of ———, and myself as executors of the late ———, formerly of ———, the registered proprietor of certain Deferred, Preferred, Ordinary, and 5 per cent. Perpetual Debenture Stock in your Company, I beg to give you formal notice that he died on the ——— inst. When a grant of the Probate of his Will has been obtained, same shall be sent to you for registration, along with the share certificates, to be endorsed with a transfer into our names. Kindly acknowledge receipt of this notice and oblige.

### 7.—To Secretary.

*(With Documents required on transfer of Testator's Shares into  
Executor's names).*

As requested by your favour of the ——— inst., I now beg to send the following documents herein, viz. :—

1. Stock Certificate No. ——— for £ ——— Deferred Ordinary Stock of your Company.
2. The like No. ———, for £ ———, Preferred Ordinary Stock therein.
3. The like No. ———, for £ ———, Perpetual Debenture Stock therein.
4. Statutory Declaration of Testator's identity.
5. Probate of his Will with exhibit for your signature endorsed thereon, and
6. Amount of your registration fee.

I shall be glad to receive Stock Certificates in exchange in names of my co-executor and self in due course, together with Probate duly exhibited.

With best thanks for the information you have so promptly and willingly afforded me during the progress of the business.

### 8.—To Sec. as to present market value of Stock.

Kindly inform me the present market value of the Testator's Stocks in your Company ; also the dividends thereon due at date of his decease. The information is required prior to application for Probate of his Will, hence my reason for troubling you upon the subject. Your requirements shall be complied with in due course.

### 9.—Notice to Corporation.

*To Town Clerk, with notice of Testator's decease, and for an account of Interest due on his Mortgages of Boro' Rates.*

As Solicitor for and on behalf of the Executors under the Will of the above-named deceased, who, I am informed, held two mortgages for £ ——— and £ ——— respectively upon the Boro' Rates. I beg to give you formal notice of his decease on the ——— inst. An immediate application for Probate is intended to be made, and the grant shall be produced to you for inspection and registration in due course. Will you kindly inform me the amount of interest due at his death, to enable me to complete the required statutory account of his personal estate ?

### 10.—Assessment to Poor Rate.

*To Overseer for a Certificate thereof prior to Sale of Property by Auction.*

I shall be much obliged if you will be good enough to inform me of the assessments, and furnish me with a complete statement of the rates and taxes payable in respect of the first four lots of property particularized in the enclosed slip, as the information is urgently wanted for the purposes of the proposed sale by auction of the Testator's property, Lot 1. No., Gross ; Rateable (one-sixth off).



**11.—Overseer's Certificate of Assessment to Poor Rate,  
(required by Commissioners of Inland Revenue).**

Folio

*Re* A. B. DECEASED. REGISTER C. D. 1880.

*Schedule of Assessments to the Poor Rate* for the Township of  
———, in the County of Lancaster, of Testator's Freehold  
Property situate in ———.

*No. of House* ———. *Gross* ———. *Rateable* ———.

I hereby certify that the above Assessments are correct, the same having  
been extracted by me from the Poor Rate Book, in my possession as  
Collector and Assistant Overseer of the Poor for the said Township.

As witness my hand this ——— day of ———, 188 .

Overseer's Signature.

**12.—For particulars of their relationship to Testator, and  
formal legal proof thereof.**

*Re* ——— DECEASED.

As Solicitor for and on behalf of the Executors under the Will of  
the above-named deceased, I beg to inform you that I shall require  
(before division of the amount now standing to their credit in———  
Banking Company Limited) replies to the questions contained on the  
other side, *to be returned on or before Tuesday morning next at the latest.*  
You can tear off the fly sheet of this letter, and return it in the  
envelope sent herewith, when the required answers are complete. Your  
*immediate* attention is requested, as the Executors are anxious to divide  
the amount amongst the parties entitled thereto as soon as possible.

*Re* ——— DECEASED.

REPLIES.

Name of Claimant.....

Occupation .....

Full address .....

Relationship to Testator.....

Through whom do you claim .....

Date and place of your parents' marriage.....

Have you any brothers and sisters now living? } .....  
 if so, their names and present addresses } .....  
 must be stated. }

When and where were you born?.....

When and where were you Baptized?.....

If you have your Baptismal Certificate in your } .....  
 possession, please forward it to me. }

Claimant's Signature.

### 13.—With an appointment for an interim division of Cash at Testator's Bankers.

*Re* ———— DECEASED.

I beg to inform you that the cash now standing to the credit of the Executors herein, at ———— Bank, Limited, will be divided amongst the parties entitled thereto under the Will of the deceased, at my office, on ———— next, the ———— inst., at ———— o'clock in the afternoon. I trust this appointment will suit you. If you are unable to attend, kindly inform me, PER RETURN OF POST, and a Cheque can be forwarded for the amount payable to you, in order to save the trouble and expense of your personal attendance.

### 14.—With an appointment for a further interim division.

We beg to inform you that a further division of the estate of the above-named deceased will be made amongst the Beneficiaries at our office on ———— afternoon next at ———— o'clock.

15.—With an appointment for a Conference to consider a  
disputed claim against Testator's Estate.

*Re* ——— DECEASED.

I am instructed to inform you that a meeting of the Executors and Beneficiaries under the Will of the above-named deceased will be held at my office on ———, the ——— *inst.*, at ——— o'clock in the afternoon, to consider and decide upon the course of action to be adopted with reference to a claim by Mr. ———, of ———, for the sum of £——— alleged to have been lent to the Testator on or about the ———. The matter is *urgent*, and your attendance is therefore earnestly requested.

16.—To Residuary Legatees, with Official Report of Court of  
Inquiry appointed by Marine Department of Board of  
Trade as to formal investigation into circumstances  
attending supposed loss of a British Steamship,  
whereof a deceased Legatee was Captain, and for  
their decision as to course of action intended to be  
adopted.

*Re* ——— DECEASED.

Enclosed I beg to send for your perusal copy of a letter received from Mr. ———, of ———, Solicitor, for and on behalf of Mrs. ———, widow of the late Capt. ———. I have also received a report from the Marine Department of the Board of Trade of the official inquiry held at ——— in ——— last, before two of Her Majesty's Justices of the Peace for the Borough of ———, assisted by two Nautical Assessors, into the circumstances attending the supposed loss of the British Steamship ———, of ———, which, according to such report, had not then been heard of since she left ——— for ———, on the ——— day of ——— last. The Report of the Court is as follows, viz. :—

“The Court having carefully inquired into the circumstances attending above-mentioned shipping casualty, finds, for the reasons

stated in the annex hereto, that the said ship was probably lost at sea, but in what manner. or from what cause, there is no evidence to show."

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1880."

(Signed) \_\_\_\_\_, }  
 \_\_\_\_\_, } Judges.

We concur in the above report,

(Signed) \_\_\_\_\_, }  
 \_\_\_\_\_, } Assessors

The said annex to the Report is very lengthy, but can be inspected at my office, or a copy thereof can be supplied upon payment of the usual charge. The most important paragraphs to which I wish to direct your attention and careful consideration run as follows, viz. :—

- (1). "The \_\_\_\_\_ sailed from \_\_\_\_\_ with a crew of \_\_\_\_\_ hands all told, under the command of \_\_\_\_\_, whom there is every reason to believe was an experienced and careful officer, and who had been for many years in the service of the present owners, on the \_\_\_\_\_ last, bound for \_\_\_\_\_ with a cargo of \_\_\_\_\_. The pilot left her off the \_\_\_\_\_ Point at \_\_\_\_\_ a.m. on the \_\_\_\_\_, since which time nothing has been heard of her."
- (2). "Upon the final question as to the cause of the ship's disappearance, whether it arose from any of the causes shadowed forth by the questions submitted to us—explosion of gas, foundering from want of stability, or from being overladen, or whether from other causes entirely apart from these, but equally probable, there can only be conjecture; there are no materials upon which a definite opinion can be formed."

Signed as aforesaid,

I shall be obliged if you will kindly carefully peruse Mr. A.'s \_\_\_\_\_ letter of the \_\_\_\_\_ inst., and inform me of your decision thereon, in

order that I may communicate same to him without delay. Any further information you may require shall be willingly supplied. Under the special circumstances of the case, probably the best course to adopt will be to convene a general Meeting of all the Beneficiaries to consider the matter fully, and finally decide upon the course of action intended to be adopted.

**17.—To Legatees with an appointment to consider and finally decide upon course of action intended to be adopted with reference to claim of said Captain's Widow and Child.**

*Re A. B., DECEASED.*

I am instructed by the Executors of the above-named deceased to inform you that a Meeting of the Beneficiaries under his Will will be held at my office on ———— afternoon next at ———— o'clock, when and where the favour of your attendance is earnestly requested, to consider and finally decide upon the course of action intended to be adopted with reference to Mrs. B.'s ———— claim.

**18.—Report to her Solicitors as to Resolutions passed at Meeting of Beneficiaries.**

Pursuant to my circular letter herein, the following Beneficiaries attended the meeting held at my office on ———— last, namely (specify same). After fully explaining your letter and the official report received from the Board of Trade respecting the loss of the "Estepona," the Beneficiaries present, without prejudice and subject to the consent of the absent Beneficiaries being obtained, resolved as follows—(Copy Resolutions).



**19.—For an appointment for a conference respecting a doubtful Claim by Admix., with Will annexed of a Testator's Son.**

Enclosed I beg to send Copy Grant of Probate to the personal estate of the late ——— for your use, together with copy of a Case recently submitted to counsel, respecting Mrs. B.'s interest in or claim upon her late husband's share under the Will of your late father, and the opinion thereon for your perusal.

I shall be glad to see you respecting same at your earliest convenience, and to receive a reply, informing me of what day will suit you for a conference as to the course of action intended to be adopted with reference to such share.

**20.—To Residuary Legatees explaining reason of delay in winding up Testator's affairs.**

Enclosed we beg to send, for your perusal, a copy of our letter to ———, of this town, solicitors for the ———, respecting the purchase of ———, and of their reply thereto. We have deemed it best to send you a copy of the correspondence, in order that you may see that there is, and has been, no neglect on our part in pushing the matter forward to a completion, to enable us to wind up the affairs of your late uncle. We trust the explanation contained in the correspondence will satisfactorily exonerate us from any charge of neglect. Immediately the matter is settled we shall be in a position to wind up the Testator's affairs, by dividing the residuary personal estate amongst the parties entitled thereto.

**21.—Supplemental Letter thereto.**

Enclosed we beg to send for your perusal a copy of a letter written by us to Messrs. ——— respecting the non-completion of this purchase, the result of which has been that they have at last sent us the draft conveyance for perusal, and we hope to complete the purchase in

the course of a few days. An early appointment shall be arranged for final distribution of the residuary estate as soon as practicable afterwards. We think you will be satisfied that the delay has not been caused by us, but that every effort has been exerted on our part to get the matter completed long ere this.

**22.—Notice to Residuary Legatees, with an appointment for a division of Testator's Residuary Estate.**

IN THE MATTER OF THE TRUST ESTATE OF A. B. DECEASED.

As Solicitor for and on behalf of Messrs.———, the surviving Trustees under the Will of the above-named deceased, I beg to inform you that the division of her residuary estate amongst the parties entitled thereto, will take place at my office on ——— *afternoon next at* ——— *o'clock prompt*, when and where the favour of your attendance is requested.

**23.—Circular letter to Beneficiary, with copy Will, &c., for his perusal and use.**

Enclosed I beg to send, as requested, a copy of the Will of the above-named Testator, under which you are one of the residuary legatees. My charge therefor is £———, which you can remit in due course. Any further information you may desire respecting the estate I shall be happy to afford.

**24.—Special Letter to importunate Beneficiaries : (1) with an appt. for a final distribution ; (2) explaining fully causes of unavoidable delay in winding up Testator's affairs ; and (3) appeal for special remuneration to an Exor. for his loss of time and trouble in attending thereto.**

*Re* Mr. A. B. DECEASED.

1. As Solicitors for and on behalf of the Executors under the Will of the above-named deceased, we beg to inform you that the division of the residuary estate amongst the parties entitled thereto, will take place

at our office, on ———— afternoon, the 1st ———— next, at ———— o'clock prompt, when and where the favour of your attendance is requested.

2. As the residuary account of the Testator's estate, required to be rendered to the Commissioners of Inland Revenue, is very lengthy, it will be impossible to divide the Estate until this has been passed by them, and the amount of duty payable thereunder been duly assessed, otherwise you should have had an earlier appointment for distribution, as we are equally anxious with the Executors and Beneficiaries to get the matter closed without further delay.

3. Another reason why we cannot arrange for an earlier division is to be found in the fact that the Finance Committee of the ———— Corporation will not meet until the ———— next, and therefore the cheques for the two Bonds payable by them (amounting to £——— cannot be passed until then. Under these circumstances we have deemed it prudent to fix the date first mentioned, in order that the entire business may be then and there finally settled, instead of having an interim distribution, which would necessitate two meetings.

4. We have been informed that the Executors have been very much blamed by the Beneficiaries for the unavoidable delay in winding up the Testator's affairs and dividing his residuary estate. In the face of this erroneous imputation, we think it right to inform you, in justice to them, that they are not in the slightest degree responsible for the delay, but, on the contrary, have repeatedly urged a division before this, and done their utmost to close the matter. Uncontrollable circumstances have unfortunately prevented an earlier division, and we feel sure that you will, in the face of these, absolve us from any intention to delay the winding up of the Estate longer than the exceptional circumstances warranted. We sincerely trust that you have not been put to any inconvenience by reason of the delay, and exceedingly regret that it has occurred.

5. There is one important matter to which we wish to call your special attention, viz. :—You will doubtless remember that Mr. ——— (one of the executors) was some time ago voted a sum of £30 for his trouble in connection with the Testator's affairs. As you are well aware

the nature of the trust and the exceptional amount of attention devoted by him thereto have necessarily interfered very considerably with his ordinary duties, we have thought it right to ask if you would be kindly disposed to make him a further allowance of, say £——, for the great trouble he has from time to time been put to in attending to his Executorship duties. Knowing the amount of time he has spent in attending thereto, we feel confident that this sum is not excessive, and sincerely hope that you will kindly be disposed to give our suggestion your favourable consideration. We have thought it best to call your attention to it now, so that you may have a full opportunity of carefully considering, and be prepared at the Meeting to decide as to your intentions respecting same.

6. Please reply on the enclosed post card that you will be able to attend the Final Meeting for distribution, to enable us to arrange accordingly, without running the risk of any of the Beneficiaries being absent therefrom.

**25.—Special Letter or Report submitted to a Testator's Creditors, where executors are unable to pay his debts forthwith, explaining (1) position of his Estate, and (2) with a request for further time for payment of their claims, until Executors have had an opportunity of realizing a portion thereof wherewith to pay.**

(1). We have recently obtained a Grant of Probate, on behalf of Mrs. ——— (widow), Miss ———, and Mrs. ———, of the Will of Mr. ———, late of ———, and they have instructed us to submit, for your consideration, the following facts relative to the estate :—

(2). In consequence of the depressed state of trade, the total value of his estate does not amount to anything near what was anticipated, and, under the special circumstances, we have deemed it prudent to inform you as to the exact position of the estate, to enable you to carefully consider as to the reasonableness or otherwise of our application



hereinafter contained. The summary set forth on the last page hereof will show how the gross value of his personal estate and effects, for or in respect of which a grant of Probate has been obtained, has been made out.

(3). Deceased owned no real estate.

(4). The debts payable by law out of said personal estate and effects amount to £———, and his funeral expenses, which were on the most economical scale, to £———, aggregate amount of both being £.———, which, being deducted from value of said personal estate, reduces such value to £———.

(5). Testator has left a widow and seven children to be provided for out of his small estate, and we are informed that, having regard to the continued depressed state of trade and other circumstances, it will be impossible for the executrices to discharge your account forthwith, and it would be disastrous in the extreme, and prejudicial to the interests of all parties, if they were forced to realise the estate at once, without having an opportunity of keeping it in hand until there is an appreciable improvement in the state of the property market. We think it right to remind you that, under the trust for sale contained in Testator's Will executrices have a discretionary power as to realisation thereof, and would, under ordinary circumstances, be allowed a year at least to wind up the estate. It is believed that if the sale of the leaseholds is postponed until, in their uncontrolled discretion, a favourable opportunity should arise for realisation thereof, much larger prices would be hereafter realised.

(6). Mrs. ———, who is naturally anxious to get all Testator's debts paid as soon as practicable, thinks that if a year is allowed by each creditor for payment of their respective claims, she would be enabled, by strict economy and a careful management of the estate (provided there is no further depression in the state of trade, which event would, of course, seriously cripple her efforts), to realise sufficient to pay all debts.

(7). Having regard to the fact that the deceased has traded with you for about ——— years, we are emboldened to think you would



not be inclined to put his widow and family to any unnecessary expense or annoyance to enforce payment of your claim, but on the contrary would show your practical sympathy with them by kindly allowing at least a year to discharge your claim.

(8). Your kind compliance with our request will doubtless enable our clients to struggle on, and realise sufficient within that time to pay the whole, or at least the major part, of your claim. If at the end of a year they find that circumstances have unfortunately prevented a realization of their anticipation they will doubtless inform us in due course, and make arrangements for payment of the balance in such manner and at such date as will suit your convenience. We have thought it best to submit the whole of the facts connected with the estate for your consideration, and sincerely trust that, under the special circumstances, you will be pleased to unconditionally accede to our client's request.

(9). Any further information you may require to enable you to arrive at a decision upon the foregoing facts shall be supplied on receipt of an intimation to that effect. Of course you will, we feel sure, kindly bear in mind that it is of the greatest importance to our clients that this letter should, for obvious reasons, be kept *strictly private*.

(10). An early reply as to your acquiescence in, or dissent from, the said proposal will greatly oblige.

N.B.—Account of Testator's personal estate to accompany foregoing report.

## 26.—Supplemental Circular Letter to Creditors, who have failed to reply to Letter 25.

*Re* ——— DECEASED.

We shall be glad to receive a reply to our circular letter of———ultimo herein. Many of the largest creditors have signified their willingness to wait the requisite period for payment of their respective accounts, and our clients would be much obliged if you would kindly

inform us of your intentions respecting your account against deceased's estate. If you will instruct your traveller to call upon us, when next he is in ———, we will give him any further information respecting Testator's estate, and shall no doubt be able to satisfy him that it is reasonable, and will be beneficial to all the creditors, that the required period should be allowed for payment of Testator's debts. Of course, you are doubtless well aware that the legal position of the matter is as follows, viz. :—(1) An executor cannot be compelled to proceed with the distribution of the estate if he can show that a reasonable time has not elapsed. (2) That strictly there is no defined time for winding up estates, and reasonable time must be interpreted according to the magnitude of the estate and the complication or simplicity of its character. (3) Some criterion is to be obtained from the legal provision that no executor can be compelled to pay a legacy under 12 months, and a creditor must make out a strong case to go successfully into court, and recover amount of his claim under that period; and (4) How far over 12 months either a creditor or a legatee may be compelled to wait depends entirely upon the special circumstances of the case.

We venture to think that after the explanation contained in this and our previous circular letter, you will be pleased to accede to our client's request, in order that they may have a reasonable opportunity of realising sufficient to pay the debts.

An early reply as to your final decision will greatly oblige.

**27.—Executor's Letter to Creditors of a deceased for particulars of claim to enable Executors to claim a deduction of debts before swearing Affidavits, &c.**

**A. B. DECEASED.**

Please send me for Probate purposes (by bearer, by return of post) an account of the amount (if any) due to you from the deceased up to the date of his death, which took place on the (date) ———.

**28.—Circular Letters to Testator's Creditors, with Executor's cheque for amount of their respective claims.**

*Re A. ——— DECEASED.*

As Solicitor for and on behalf of the Exors. of the said deceased, I beg to send their cheque for £ ———, the amount of your account (enclosed) against the estate, receipt of which kindly acknowledge in due course.

**29.—For claim for services rendered to a Testator.**

I am instructed by Mrs. A. B. &c., to apply to you for payment of the sum of £ ———, amount due to her for services rendered to the late Mr. C. D. I shall be glad if you can enable me to settle the case by payment of the amount at your earliest convenience. My client informs me that a mourning dress was ordered for her at Messrs. ———, but in consequence of your having countermanded the order, they have refused to deliver it. I trust you will arrange to effect an amicable settlement of her claim if possible.

**30.—To D. R., with papers for Probate.**

*Re A. B., DECEASED.*

By registered post I beg to send the following documents for Probate herein, viz : (1) original will and codicil (if any); (2) engrossment for probate; (3) affidavit for Crs. of Inland Revenue; (4) executors oath; and (5) *(any other special affidavits, &c., must be separately specified)*, and trust you will find same satisfactory. On receipt of an a/c of amount required to cover probate duty and fees, I will send a cheque therefor.

**31.—To D. R., with cheque or Banker's draft for amount.**

Enclosed I beg to send cheque (or draft) for £ ———, amount of the a/c sent herewith, receipt of which kindly acknowledge in due course, and oblige.

### 32.—To D. R., acknowledging receipt of Probate.

I beg to acknowledge receipt of probate herein, for which I am obliged.

### 33.—To testator's nephew (resident at a distance), informing him that he is one of the residuary legatees under former's will.

I am instructed to inform you that your uncle, Mr. A. B., late of, &c., died on the ——— inst., and that you are one of the residuary legatees under his will. A copy of the latter can be supplied to you on payment of the sum of £ ———, my charge therefor. All the other legatees have requested to be supplied with a copy each, at their own expense, for perusal, and reference, if and when required during the continuance of the trust. I presume, under these circumstances, you will require one also. The adoption of this course is economical to the legatees, as the cost of an office copy of the will from the District Registry, after probate thereof, would considerably exceed the said charge. An early reply will oblige.

### 34.—To a legatee, with an appointment to receive his legacy

I beg to inform you that the legacy of £ ——— to which you are entitled under the will of the said Testator can be paid here on ——— afternoon next, at 2.30 o'clock.

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## DEBTS OWING TO EXECUTORS.

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### 1.—For a Debt owing to a deceased Doctor's Executors.

*Re* Dr. ——— DECEASED.

I beg to inform you that after a careful examination of the Testator's books, you are returned as a Debtor for the sum of ——— for medical attendance and medicine.

As it is desirable that his affairs should be wound up without delay, and all outstanding accounts collected, payment of the amount claimed from you, *at my Office, on or before————morning next, at————o'clock*, will oblige.

I think it right to inform you that if there is any error in the amount, or otherwise, I shall be glad if you will notify same to Mr.———, who formerly acted as Collector for the deceased, and it will be rectified on production of satisfactory evidence thereof.

## 2.—Debt owing to a deceased Tradesman's Executrix.

*Re* ——— DECEASED.

As Solicitor for and on behalf of the Executrix of the above-named deceased, kindly allow me to call your attention to the outstanding account owing by you to the estate, amounting to the sum of £——— payment of which at my office, on or before the———next, will oblige

Cheques and Post Office Orders may be made payable to me.

## 3.—Circular letter sent by Exors.' Solicitor to Testators' yearly tenants, reminding them of due date of rent.

*Re* A's ESTATE.

I will thank you to pay the rent due from you to the Exors. of the above Estate on the 12th inst., at my office on the morning of that date.

## 4.—Final notice to a yearly tenant in arrear.

As you have thought fit to utterly ignore the notices already sent for payment of the rent due to the Executors of the above-named deceased, I think it right to finally remind you that if the amount be not paid at my office before noon to-morrow, I shall advise them to adopt the course usual in default of payment of rent in arrear, but sincerely trust you will spare me the adoption of this very unpleasant and objectionable step.



5.—Application to tenant for rent due to Executors under  
his Agreement with testator.

I am instructed by the Exors. of the late Mr. A. B., to apply to you for the sum of £ ——— one quarter's rent, due to them under your agreement with the deceased, dated ——— &c. A cheque for the amount, together with ——— the cost of this application, will oblige. I am informed that you deny all liability under the said agreement. I feel satisfied, &c.

6.—Ordinary letter before action for payment of a debt  
either forthwith or by instalments, to be agreed  
upon.

We are instructed by the Executors of the late A. B.———, formerly of (address and occupation) ——— to apply to you for payment of the sum of £ ——— owing by you to him for (state nature of claim) ———, detailed particulars of which have been already delivered, and to inform you that unless the same, together with ———, our charges for this application, be paid to us at our office or some satisfactory arrangement be made for its payment on or before ——— morning next, at ——— o'clock, legal proceedings will be commenced against you for the recovery of the same, without further notice, and interest at the rate of 5 % per ann. will be charged on the amount from this date until payment.

Debt £                   :           :

Costs                   :           :

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£                   :           :

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## EXECUTORS' SOLICITORS' LETTERS AS TO NON-COMPLETION OF PURCHASE.

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- 1.—To Purchaser's Solicitors complaining of unreasonable delay in completion of a purchase, and demand for completion, to enable Executors' Solicitors to finally wind up Testator's affairs.

Our Clients have recently repeatedly called upon us and complained most bitterly of the delay in this matter. They are in the unfortunate position of having to deal with (16) beneficiaries, who are daily calling upon them, and urging a final distribution of the testator's residuary estate. Of course this cannot be done until the purchase of the property herein has been completed. It is exceedingly unpleasant for them to be constantly grumbled at by the beneficiaries, and under these circumstances we shall be greatly obliged if you will do your utmost to push the matter forward, in order that it may be settled without further delay, and thereby save further annoyance to our Clients. Under the exceptional circumstances we trust you will not consider us importunate in urging despatch. We fear that unless the matter is settled within a very short time the beneficiaries, who are clamorous for a distribution, will be turning awkward, and may probably get into the hands of some Solicitor who will force a settlement, and thereby put the estate to unnecessary expense.

- 2.—Final Notice to P. S. of intended action to enforce specific performance of contract.

Our Clients have again called upon us respecting this matter, and expressed very great dissatisfaction at the delay. They have peremptorily instructed us to inform you that if your Clients are not prepared

to complete the purchase within fourteen days from this date we must proceed. As a personal favour we shall be greatly obliged if you will kindly endeavour to complete it within the time, in order to save us the unpleasant duty of forcing a settlement, &c. We assure you we have no desire to resort to the adoption of this step, but in the face of their instructions, and having regard to the fact, that the beneficiaries have now assumed a threatening attitude, we have no alternative but to call your attention to the matter at once. A reply during the course of to-morrow, to enable us to inform them of your ability, or otherwise to complete, will oblige.

### 3.—Special reply to Railway Co's Solicitors, who wanted

Vendors to convey Mines under purchased premises

specifically, no specific mention being made of them in

Agreement for Sale of Testator's Freeholds.—Refusal.

With reference to the point raised in your letter of yesterday's date we can only say that if you wish to follow the Agreement strictly we must do the same, and decline to convey the property to anyone but ———, and then you will have no right to call upon our Clients to convey the mines specifically, as no specific mention is made of them in the Agreement for sale. Had our Clients been conveying in their private capacity we might perhaps have felt disposed to give way on this point, but as they are only trustees, we should not feel justified in advising them to convey more than they could show a title to. We shall be glad to receive conveyance for their execution at your *early* convenience.

## TO TRUSTEES FOR ACCOUNTS. &c.

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### 1.—For an account of a Testator's Estate.

I am instructed by A. B., of ———, to apply to you for a statement and account of (1) all the real and personal estate devised and bequeathed in and by the last Will and Testament of the late Mr. C. D., (2) all moneys received by you for or on account or in respect of the Testator's estate, (3) all sums owing, (4) all payments made by you up to and including this date, and (5) a statement of the funds or property wherein or whereon you may have invested any part of the estate. I beg to give you formal notice that in case you decline to comply with this request within ——— days from this date, my instructions are to commence an action against you in due course in the Chancery Division of the High Court of Justice for an administration of the estate under the direction of such division. I sincerely trust the adoption of this unpleasant step may be avoided by your compliance herewith within the time mentioned.

### 2.—Application for an account of unadministered Estate.

I am instructed by Mr. A. B., of &c., to apply to you for an account of the general estate of the late Mr. C. D. left unadministered by the late Mrs. E. F., and beg to inform you that unless the same be rendered, and the amount due to Mr. G. H. thereunder be paid to me on or before (date)———, proceedings will be commenced to compel an administration of the said estate without further notice. I am also instructed to inform you that if you interfere with, sell, or remove from off the farm and premises lately occupied by the deceased any portion of the stock or household furniture, my client will hold you responsible for the value thereof.

### 3.—To a Trustee for an account.

I have been consulted by Mrs. A. B., &c., with reference to her interest in the estate of her late husband, who died on the (date)——. She informs me that you have invested on behalf of her children and self the proceeds of the sale of his share of property derived from his mother, amounting to about £——, and that she has never yet been able to obtain from you any satisfactory information as to the nature of the alleged investment, or, in fact, any particulars concerning the trust. I am therefore instructed to require from you full particulars of your dealings with the trust money from the commencement thereof. I hope you will kindly furnish the required information without delay.

### 4.—Special Letter for an account to appointee under a power of Attorney authorizing him to realize an Estate in the United States of America, proceeds of Sale whereof were bequeathed to A.B.

The non-receipt of your cheque, combined with the annoyance and extraordinary delay to which our client has been subjected, has naturally made him very determined on the subject, and his instructions to us are very peremptory. He further alleges that you have never rendered any account of your exact receipts and payments in connection therewith, and that you have simply rendered, under the said powers of Attorney, a bare statement of the nett amount realised, without giving him the slightest information as to how much your charges for the two trips to America, and the execution of your commission there, amount to. Of course, as you are well aware, he can scarcely be expected to content himself with a bare statement as to the amount realised, without making any enquiry or investigation as to the reasonableness or otherwise of the amount expended in connection with the said sale, and your personal charges for attending thereto. We sincerely trust that any possible complications may be avoided by your kindly rendering to us forthwith a detailed statement of the said receipts and payments, in order that we may submit same to our client, and advise him thereon. You know full



well that so far as we are personally concerned, we are very averse to any unpleasantness on the subject if it can be avoided, and are very reluctant to be forced to resort to litigation to enforce his rights, as the adoption of this unpleasant course would not only entail enormous trouble and expense, but lead to unnecessary delay and annoyance to all parties. Under the circumstances, therefore, do kindly spare us the necessity of being driven to extremes. In our client's present frame of mind, we fear that unless the matter is settled without further delay, his instructions to proceed and force a settlement will compel us to carry out the matter strictly. Please favour us with a reply by return that you will comply with our request.

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## WILLS.

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### 1.—To a District Registrar (Probate) for information as to cost of an office copy Will and Codicil.

The will and codicil of the above-named deceased were on the (date) ———— duly proved in your Registry by A. B., the surviving executor, named in the said will, and C. D., the executor named in the codicil. A client of mine wishes me to obtain an office copy of Grant of Probate thereof, but before doing so is anxious to know the cost. I shall be obliged if you will kindly inform me of this per return.

### 2.—To Registrar for an office copy Will.

I shall be glad if you will forward me an office copy of the will of Mr. A. B., late of (address and occupation), deceased, which was proved in your Registry about (date). The Testator died on or about (date). Please let me have an a/c of your charges therefor, and I will remit amount as you may direct per return of post.

- 3.—To local Solicitors for information as to a supposed will alleged to have been prepared by them on behalf of a former client, but which could not be found among latter's papers.

A. B., late of ————, who died in ———— last, made a will dated the ———— day of ————, 1887, which is the only one that can be found. The Executors, for whom we are acting, have good grounds for supposing that the deceased made a subsequent will, or executed a settlement, but no trace of anything of the sort can be found. As he appears to have had business with you, we shall be obliged if you can inform us whether you have ever prepared a will, or other document for him, subsequent to the date of the will above mentioned.

#### 4.—Replies thereto.

(1) In compliance with your request I have searched among my papers and found drafts of two settlements made by Mr. A. B., but both are dated prior to 1880. I do not find any trace of a will; (2) we have had a search made amongst the draft wills prepared by the late firm of our Mr. ———— and Mr. ————, and also of the drafts prepared by the late firm of ————, and our present firm, but cannot find any record of the preparation of any will, or other document of this deceased subsequent to the date mentioned in your letter. We debit you with our charges for search, which amount please remit.

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## DETINUE.

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- 1.—Application on behalf of children of a deceased for delivery up of her goods alleged to have been illegally taken away by her sister.

I have been consulted by the children of Mrs. ————, late of ————, who died on the ———— day of ———— last, as to your

conduct in taking possession of the goods belonging to her. They inform me that Mrs. ———— was possessed of some money and some furniture, and that you have taken possession thereof and sold a portion of the furniture.

I beg to inform you that unless the money and the furniture in your hands are at once given up to Mrs. ———— (one of the children), wife of Mr. ————, I am instructed to commence an action against you to compel you to hand over the same, and in the meantime, Mrs. ————'s children will hold you responsible for any damage they may suffer in consequence of your conduct.

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## INSURANCES.

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### 1.—Notice to Local Agent of an Insurance Co. of death of assured. Policy No. ————. Sum assured £———.

I beg to inform you that Mr. A. B. of (address and occupation), who effected the above assurance with your Co. in the sum of ———— on the ———— day of ———— 188—, on his own life died on the ———— inst. Kindly give official notice of his death to the Co. I am acting on behalf of (1) his widow, who will shortly administer to his personal estate, (or (2) his Exors., who will shortly apply for a Grant of Probate of his Will) and claim payment of the said sum within the time prescribed by the Policy.

### 2.—Application for payment of proceeds of a Policy.

I have been consulted by Mr. A., of &c., with reference to your local Agent's refusal to pay to him the sum of £———, the proceeds of a Policy No. ———— effected with your Co., on or about (date), on

the life of B., late of &c., who died on (date), and in respect of whose case, I am informed, you have already been communicated with. I am also informed that you deny all liability in respect of my Client's claim. I feel satisfied that if my instructions are in any way founded on fact, you must be mistaken in this respect. I am very reluctant to enter into litigation, if it can be avoided, and shall be glad if you will kindly reconsider your decision upon my Client's claim, and inform me result thereof on or before ——— morning next, at the latest, otherwise I shall be forced to proceed without further notice. You are, doubtless, sufficiently informed already of the circumstances connected therewith, and I shall be glad if you can enable me to settle the case by payment of the amount claimed within the time limited.

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## CHIEF RENT A/C AND LETTER WITH CHEQUE THEREFOR.

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The Executors of the late Mr. ——— to the Trustees of the  
late ———

Chief Rent for the half-year, to—

June 24th, 1886	...	...	£
Property Tax ...	...	...	

£

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Received June 25th, 1886.

STAMP.

A. B., Principal Cashier.

Per

Please send or bring this account with you when making your payment.

### **Exors. Solr.'s Letter.—Cheque for Chief Rent.**

As Solieitor for and on behalf of the Executors of the above-named deceased, I beg to enlose their cheque for £———chief rent, due to the ——— Trustees up to the ——— inst., receipt of which please acknowledge in due course, and oblige.

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## **RESIDUARY ACCOUNT.**

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- 1.—**To Controller of Inland Revenue with (1) Residuary a/c and (2) Schedules thereto (if any) for assessment of duty.**

Herewith I beg to send Residuary account and Schedules thereto herein, and trust you will find same satisfactory. On receipt of an intimation as to the assessment of duty payable thereunder I will remit the amount thereof.

- 2.—**To said Controller as to a/c returned for amendment.**

(2) Your letters of the ——— ulto. to the Executors of the above named deceased have been handed to me. The Residuary account returned for amendment shall in the course of a few days be re-transmitted according to the directions contained in your note of the ——— last duly amended, I trust under these circumstances that you will be pleased to kindly allow the matter to remain in abeyance for a few days to afford me an opportunity of completing the account satisfactorily.

- 3.—**To said Controller with amended a/c.**

Herewith I beg to return Residuary a/c herein, duly amended as requested, and trust it will now be satisfactory.



4.—To Recr. Genl. with cheque for duty assessed.

Enclosed I beg to send cheque for £———. amount of duty assessed herein, as appears by the assessment letter sent herewith.

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## INTESTACIES

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1.—Application to Cr. of an intestate to forbear proceedings against latter's Widow.

The Widow of the above-named deceased has consulted us with reference to your a/c of £——— against the estate. She informs us that she is in poor circumstances, her late husband's estate being heavily indebted. All the other Creditors, I believe, are acting very leniently towards her, and, under the circumstances, I trust you will kindly forbear proceedings until her affairs have been satisfactorily arranged, and she can decide what composition she can pay. I will push the matter forward as quickly as possible.

2.—Application to an intestate's brother for delivery up of estate to widow, who was living apart from her husband.

We have been consulted by the widow of your late brother, with reference to his affairs, and as you are doubtless aware he has died intestate she will be entitled to a grant of Letters of Administration to his personal estate. We understand you have possession of his bank books and other papers, and are therefore instructed to request that you forthwith deliver up to the bearer hereof all books, papers, letters, copies of letters and other writings and documents in your custody, possession, or power, containing any entry, memorandum, or minute relating to the

affairs of the deceased, so that our Client may be in a position to apply for the said Grant and distribute his estate amongst the parties entitled thereto, after retaining her own share in due course. As the matter is urgent your immediate attention will oblige.

**3.—Peremptory special application by Solicitor of an Administratrix for immediate delivery to him by intestate's former Solicitor of latter's bills of costs and all papers, &c.**

I am instructed by Mrs. A. B., the Administratrix of the personal estate of her late husband, C. D., to apply to you for the delivery to me forthwith, on her behalf, as such Administratrix of (1) your Bill or Bills of Costs, if any, against him, for which you allege he was liable to you either alone or jointly, or together with any other person or persons, and for (2) an a/c in writing of all sums received or alleged to have been received by you from him, or from any person or persons on his behalf, or on his account, and (3) for the delivery of all deeds, documents, a/cs, invoices, books, letters, papers, writings and other property of any description whatsoever in your custody, possession, or power, of or belonging to the late C. D., and whether such property was entrusted to you by him personally, or by any person or persons whomsoever for him, or on his behalf or a/c, including all such property as was in your custody, possession, or power at the time of his death, which took place, as you are aware, on the (date). The original Letters of Administration granted by the District Registry of the Probate Division to my Client of her late husband's personal estate and effects can be inspected by you at my office between the hours of ——— o'clock a.m. and ——— o'clock p.m. to morrow, if you desire to see the same. Unless I receive the costs, account and particulars above referred to before ——— o'clock on ——— next, I shall be compelled to carry out my instructions to apply to the Court for the usual order to compel compliance with this application, and for the payment by you of the costs of and incidental to such application and order.

#### 4.—Application by same Solicitor to intestate's sister for information respecting estate, &c.

Your sister-in law, Mrs. ——— has been appointed by the Probate Court, the Administratrix of the personal estate of her late husband (your late brother) and it is her duty to ascertain without delay the personal estate whereof he died possessed or entitled, including whatever estate he became entitled to under the Will of his and your late brother——— I am instructed to ask you to be kind enough to supply me with all such information and particulars as you are able, of what cash, furniture, deeds, documents, promissory notes, bank books and other books, papers, letters and other property, each of your late brother —— — had in his possession at his death, and who has now possession thereof, or any part thereof.

I am informed that your late brother, W., was a partner, or held some Shares or interest in a certain Company or works, or had lent money to the Company or works. Will you be kind enough to say if this is so to your knowledge or belief, and the name of the Co. or works, and the sum or amount or shares you may have heard he had therein? Please inform me of the name of the bank with which your late brother did business.

#### 5.—To Creditors of an intestate Tradesman asking for a discount of 10 per cent. for Cash down.

*Re* ——— DECEASED.

My Clients, Mr. A. B., of ——— as Administrator of the Estate of the intestate has consulted me with reference to the outstanding accounts owing by the latter at the date of his decease, and instructed me to lay before you the following facts relative thereto.

His estate will probably not be fully realized for a considerable time, and, under these circumstances, there will not be any available funds for payment of his accounts before the expiration of the usual period (12 months,) allowed for payment of an intestate's debts. If practicable my Client does not wish to defer payment until then, *provided you will kindly be disposed to allow a liberal discount (10 per cent.)*

*for Cash forthwith.* If he finds it is worth his while to avail himself of any abatement the Trade Creditors may be pleased to make, of course the cash would have to be paid out of his own funds, and he be recouped out of the first available assets, to enable him to close the intestate's affairs. I have advised him to allow this proposition to be submitted for your kind consideration, and sincerely trust that you will entertain it in a liberal spirit, and inform me at your early convenience of your decision respecting same, Without prejudice.

**6.—To a Wholesale Customer with particulars of Claim, and for payment of amount on behalf of Administratrix of a deceased Tradesman.**

IN THE ESTATE OF *Mr.* ———, DECEASED.

As Solicitor for and on behalf of *Mrs.* ———, Widow and Administratrix of the deceased, I am instructed to apply to you for payment of the sum of £——— amount of account owing to the estate, Your kind attention to the matter on or before the ——— instant will oblige.

Enclosed you will find, for perusal, detailed particulars of your account, which I trust you will find satisfactory.

**7.—Supplemental letter in event of 1st application being ignored.**

*Re* ———, DECEASED.

As Solicitor for and on behalf of the Administratrix of the above named deceased, allow me to call your attention to the outstanding account for Meat supplied to you, amounting to the sum of £——— rendered on or about the ——— last, payment of which will oblige.

I think it right to inform you that the matter cannot be allowed to remain in abeyance after the ——— inst. Your kind attention, in due course, will therefore oblige.

Debt £.....

Costs..... ..

£

8.—By Solicitors to one of Her Majesty's Vice-Consuls in America to English Solicitors enquiring for next-of-kin of an intestate, who died there worth £500,000.

#### A. B. DECEASED.

A. B., whose mother is supposed to have been named (name) died in America on the (date), aged about ——— years. He is believed to have sailed from Liverpool for California in 1849. He died intestate, and his estate is worth £500,000.

We have been instructed by one of Her Majesty's Vice-Consuls in America to enquire for deceased's next-of-kin. We have communicated, but without success, with all the persons of the names of B. & C. whose names appear in various directories. Possibly the next-of-kin may be found among your clients. Claims without proofs of relationship and of the identity of the deceased with some relation to your client are absolutely useless, and cannot be attended to ; but in case of your being able to furnish such proofs, we shall be glad to hear from you.



9—Special Letter to Admix. (prior to final settlement of an intestate's affairs) by Solr. who has been entrusted with entire management and realization thereof, in consequence of their complicated character, on behalf of former with Balance Sheet and other papers for perusal, &c.

*Re A. B. DEED.*

Herewith I beg to send, for examination and approval, the following documents herein, viz. :—(1) Detailed particulars of all Receipts on a/c of the estate ; (2) Payments made on your behalf at your request ; (3) An analysis of intestate's Residuary a/c, as controlled by the Commrs. of Inland Revenue ; (4) A schedule of the title deeds relating to his leaseholds, to be signed by you on delivery up of such deeds on final settlement ; (5) A schedule of all papers in my possession connected with or relating to the estate, for your inspection, if and when required ; (6) A detailed Report as to my management and realization of the estate since I was entrusted therewith, and (7) my bill (or bills) of costs for work done, &c., in relation thereto, all which I trust you will find satisfactory. The information contained in such Report is identical with, and as ample as that possessed by me as your Solicitor, both as regards the special circumstances, connected therewith, and the amounts received and paid on a/c of the estate. The money value of the residuary personal estate now payable to you, as such admix. as aforesaid, is the sum of £ ——— Previous to payment thereof, I shall require you to examine, or have examined by an accountant on your behalf, if you think it worth while, under the circumstances, to incur the expense of the employment of one for the purpose, the detailed a/cs now sent, showing the disposition and application of the intestate's estate and proceeds thereof, and of the income thereof respectively, in order that you may be perfectly satisfied as to the correctness thereof, after which I shall require you to execute a deed releasing me from all actions, claims, and demands whatsoever for or in respect, or on a/c of the said personal estate, and the profits and income thereof respectively (excepting the rents of the said leasehold, which have been collected by or on your behalf), or any part or parts thereof respectively, or any act, deed, matter, or thing whatsoever done or omitted to be done by me in, or about the admn. of the said estate, or in any wise relating to the premises.

## SALE OF AN INTESTATE'S BUSINESS.

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### Special circular letter to Applicants for purchase of a Chemist's business.

Messrs. ————— of ————— Transfer Agents and Valuers, inform me that they have given you, along with others, an Order to view my late Client's stock and premises at the address mentioned on the label fastened hereto and I now beg to enclose, for your perusal, such particulars in my possession as may give you an idea of the nature and extent of the concern. I may mention that he commenced business in or about the year———since which period his prosperity up to the time of his sudden and lamented death has been uninterrupted. He secured a first-class connection, dispensing department being by far the best in the town, a fact provable by an inspection of his prescription and other books, if desired. In addition to this lucrative branch he has all along had a splendid miscellaneous trade, and up to a few years ago he had a substantial wholesale trade, but this occupying too much of his time was gradually decreased, to enable him to devote his attention almost exclusively to the Retail Department, which formed the most remunerative source of income, and in which he was aided by an experienced Assistant, who had been in his employ for about——— years, and two Apprentices, one of whom left a short time ago, his Apprenticeship having expired. At the time of his death his Stock-in-Trade was exceptionally heavy, its rough estimated value approaching nearly £2,000. Of course, a large proportion of this consisted of goods, such, for example, as white lead, of which alone there was about £——— worth left, and other articles which have since been disposed of by private treaty, in order to facilitate the acquisition of the business by a purchaser, upon fair terms, without imposing upon him the necessity of finding too large a capital wherewith to purchase. An inventory and valuation have been taken for the purpose of obtaining Letters of Administration to the estate, and the probable ingoing required will be £——— or thereabouts, payable as follows, viz.: £——— cash down on the purchaser taking possession, and the balance by 6 equal half-yearly pay-

ments, thus allowing a period of three years for payment thereof, well secured by promissory notes, bearing interest at £5 per centum per annum. With reference to the question of the general average turnover, and stability of the business, I think it right to mention that every facility will be afforded to a bona fide applicant likely to make fair proposals for the purchase of the business, for thoroughly investigating the accuracy of my statements, by a careful inspection of his books (*which is earnestly invited*), and making his own private enquiries from local tradesmen and others, who, I feel confident, would unanimously reply that the business has been one of a first-class character, and well worth the earnest consideration of any Chemist (with a *substantial* capital) desirous of acquiring one of the best provincial businesses known in this district. The shop, of which the deceased was the owner along with two shops adjoining, is situate in the very heart of the town and the best business thoroughfare. Before his removal into it from the shop next door but one it was tenanted by a Grocer, who also occupied the upper rooms as a dwelling-house, and they are still adaptable, with slight alterations, to the latter purpose, there being sufficient accommodation for a small family. During my late Client's occupation of it he has always used it exclusively for his business purposes, residing about a mile distant. The rent is £—— per annum, clear of all deductions, except Landlord's property tax. The poor, highway, water and other rates amount to about £——. Probably a Lease for a term of 7 years can be agreed upon with a responsible Lessee, upon the usual terms, which can be discussed, and, if practicable, finally settled at an interview between my Client (as Administrator) and yourself, in case you entertain any idea of the business. The business is nearly all ready money. The credit portion of it has always been of the most substantial and trustworthy character, the trade losses being very limited. The hours of business are from 8 a.m. to 9 p.m. on all business days, except Saturday, when they are from 8 a.m. to 11 p.m.; on Sundays it has been customary to open the shop from 7.30 p.m. to 9 p.m. The business is at present under a Manager, pending sale. The deceased has since he commenced business traded largely with Messrs. (names and addresses and occupation), all of whom will doubtless gladly afford you the fullest information as to the extensive dealings he has had with them during his commercial career. There are many others with whom the deceased has dealt, but the bulk of his stock has (I believe) been obtained from the said wholesale firms. As there are several other applicants it is desirable in case you

entertain it, after considering the foregoing particulars, that you should personally view the stock and premises as soon as convenient. If you can arrange an early appointment I shall be obliged and will be here when you inspect. Any further information you may require shall be willingly supplied. *In the present stage of our correspondence this letter is, of course, written without prejudice.* I enclose, for your perusal, a cutting from the "——— Observer," relative to my late Client's decease, from which you will observe the Editor's estimate of his commercial status.

**Special circular Letter to local Brewers, &c., as to intended  
Sale by Auction of a valuable Public-house, belonging to  
an intestate's estate.**

*Sale of the "——— Inn," —— (Township).*

We beg to call your attention to the fact that ALL THAT OLD-ESTABLISHED AND WELL-ACCUSTOMED FULLY-LICENSED LEASEHOLD PUBLIC-HOUSE, called THE "——— INN," situate in —— Lane, and immediately adjoining the —— Railway Station at —— together with the Fixtures therein, Yard, Stable for nine horses, Hay Loft, three Sheds, Wash-house, Piggeries, and Premises thereunto belonging, now occupied by ——, together with the adjoining Dwelling-house, WILL BE OFFERED FOR SALE BY AUCTION AT THE "——— HOTEL," —— ON —— NEXT, THE —— INST., AT —— O'CLOCK IN THE AFTER-NOON PROMPTLY.

The Inn stands immediately at the entrance to the —— Railway Station at ——, where more than forty passenger trains stop daily. Exceptional advantages are afforded by this situation, and, should an extension of the licensed premises become desirable, the possession of the adjoining dwelling-house and premises will enable the purchaser to effect it at a comparatively trifling cost.

The Land, including the site of the Buildings, contains —— superficial square yards or thereabouts, and is held for the residue of a



term of ——— years created by an Indenture of Lease dated the ——— at an annual ground rent of £——— reserved thereby. The Mines and Minerals and all Mining Rights are reserved. By the exception contained in the said Lease, the Lessor is debarred from entering upon the surface of the said demised Premises or any part thereof, and the said Mines and Minerals are to be worked and wrought in such manner as not to cause any wilful damage or injury to the said Premises or any building erected or to be erected thereon.

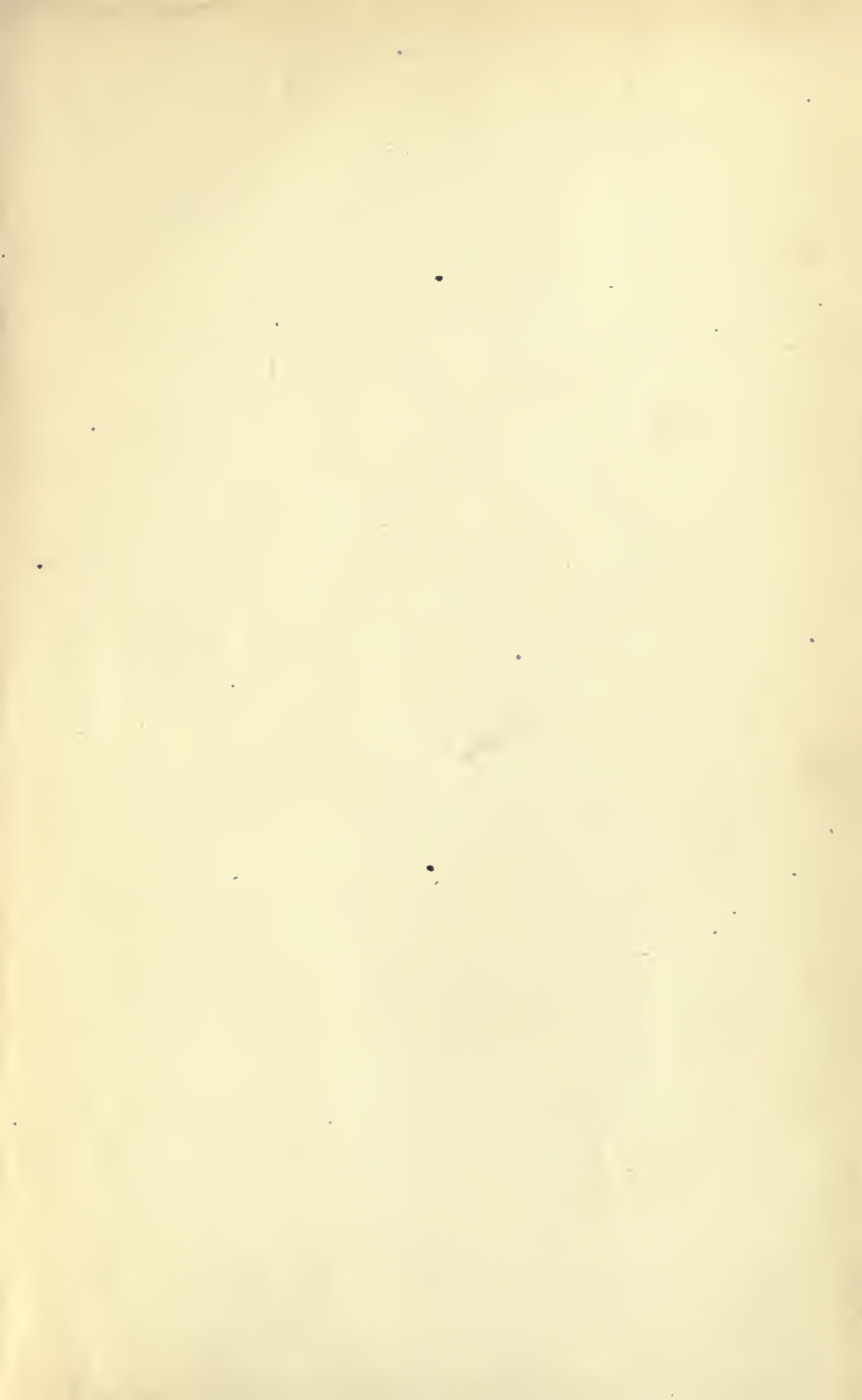
We shall be glad to supply you with any further particulars you may require on receipt of an intimation to that effect. The Lease and Conditions of Sale may be inspected at our Office, and arrangements may, if desired, be made for leaving a substantial portion of the purchase-money on mortgage of the property.

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